

No. 11100

United States
Circuit Court of Appeals
For the Ninth Circuit.

EDWARD J. STEEVES, HUGO CALGAN,
WILLIAM A. PORTER, and SAMUEL S.
TAYLOR,

Appellants,

vs.

AMERICAN MAIL LINE, LTD., a corporation,
Appellee.

Apostles on Appeal

Upon Appeal from the District Court of the United States
for the Western District of Washington,
Northern Division

FILED

OCT 3 - 1945

PAUL P. O'BRIEN,
CLERK

No. 11100

United States
Circuit Court of Appeals
For the Ninth Circuit.

EDWARD J. STEEVES, HUGO CALGAN,
WILLIAM A. PORTER, and SAMUEL S.
TAYLOR,

Appellants,

vs.

AMERICAN MAIL LINE, LTD., a corporation,
Appellee.

Apostles on Appeal

Upon Appeal from the District Court of the United States
for the Western District of Washington,
Northern Division

INDEX

[Clerk's Note: When deemed likely to be of an important nature, errors or doubtful matters appearing in the original certified record are printed literally in *italic*; and, likewise, cancelled matter appearing in the original certified record is printed and cancelled herein accordingly. When possible, an omission from the text is indicated by printing in *italic* the two words between which the omission seems to occur.]

PAGE

Amended Libel	16
Answer to Amended Libel	22
Appeal:	
Certificate of Clerk to Apostles on.....	78
Citation on	77
Cost Bond on	52
Designation of Respondent of Apostle on	72
Order Allowing	52
Order Transmitting Certain Original Ex-	
hibits on	71
Petition for	51
Praeceptum for Apostles on	76
Statement of Points and Designation of	
Record Upon Which Appellants Intend	
to Rely on	299
Stipulation re Contents of Exhibits and	
Portions of Testimony to be Included in	
Apostles on	73
Assignments of Error	54
Certificate of Clerk to Apostles on Appeal....	78

Index	Page
Citation on Appeal	77
Cost Bond on Appeal	52
Decision of the Court	32
Decree	50
Designation of Respondent of Apostles on Appeal (DC)	72
Designation of Record on Appeal, Statement of Points and (CCA)	299
Exceptions to Libel	9
Findings of Fact and Conclusions of Law....	35
Libel	2
Names and Addresses of Proctors	1
Order Allowing Appeal	52
Order on Exceptions to Libel	15
Order Transmitting Certain Original Exhibits	71
Petition for Appeal	51
Praecipe for Apostles on Appeal.....	76
Statement of Points and Designation of Record Upon Which Appellants Intend to Rely on Their Appeal	299
Stipulation re Contents of Exhibits and Portions of Testimony to be Included in Apostles on Appeal	73
Transcript of Testimony and Proceedings....	80

Index**Page****Exhibits for Respondent:**

- A—Demands Submitted by Masters,
Mates & Pilots and M.E.B.A., dated
Aug. 16, 1941 209
- A-3—Supplementary Agreement dated
Oct. 9, 1941, between Pacific Coast
Marine Firemen, Oilers, Water-
tenders and Wipers Assn., and Pa-
cific American Shipowners Assn. . . 114
- A-4—Supplementary Agreement, dated
Oct. 10, 1941, between Marine Cooks
& Stewards Assn. of the Pacific
Coast, and the Pacific American
Steamship Owners Assn. 119
- A-5—Supplementary Agreement, dated
Oct. 10, 1941, between National Or-
ganization of Masters, Mates &
Pilots of America and Pacific
American Ship Owners Assn. 259
- A-6—Supplementary Agreement dated
Oct. 15, 1941, between Marine En-
gineers Beneficial Assn. and Pacific
American Ship Owners Assn. 265
- A-7—Supplementary Agreement, dated
Oct. 16, 1941, between American
Communications Assn. and Pacific
American Ship Owners Assn. 266

Index	Page
Exhibits for Respondent—(Continued)	
A-8—Supplementary Agreement, dated Oct. 9, 1941, between Sailors Union of the Pacific and Pacific American Ship Owners Assn.	266
A-9—Computation of Compensation..	269
A-10—Copy of Decision 2 of Maritime War Emergency Board	270
A-11—Decision 5 Revised of the Mari- time War Emergency Board.....	279
A-12—Original Decision 5 of Maritime War Emergency Board	287
B—Agreement dated Aug. 16, 1941...	213
C—Circular, dated Aug. 18, 1941, from American Merchant Marine Insti- tute, Inc., to Members Thereof....	223
D—Decision of National Defense Mediation Board in Case No. 80...	226
E—Supplementary Agreement dated Nov. 6, 1941, with National Mari- time Union	231
F—Supplementary Agreement No. 2, dated Dec. 2, 1941, with National Maritime Union	236
G—Proposals Submitted by American Merchant Marine Institute, and Pacific American Shipowners As- sociation, dated Aug. 12, 1941.....	242

Index Page

Exhibits for Respondent—(Continued)

H—War Bonus Proposals of Pacific
Coast Marine Firemen, Oilers,
Watertenders & Wipers Assn.,
dated Sept. 15, 1941 244

I—Demands of Sailors Union of the
Pacific, dated Sept. 16, 1941..... 250

J—Copy of Letter dated Oct. 24, 1941,
from M.E.B.A. to American Mer-
chant Marine Institute 255

K—Statement of Principles 199

Stipulation of Facts 81

Witnesses for Respondent:

Bryan, J. B. (Deposition)
—direct 187

Lintner, A. R.
—direct 83
—cross 100
—recalled, direct 156

Mullins, Wm. J. (Deposition)
—direct 160
—cross 184

Williams, W. L.
—direct 103
—cross 141
—redirect 153

NAMES AND ADDRESSES OF PROCTORS

Mr. SAM L. LEVINSON,

Proctor for Appellants,

1602 Northern Life Tower,
Seattle, Washington.

Mr. JOHN AMBLER of Messrs. Grosscup, Mor-
row & Ambler,

Proctors for Appellee,

910 Republic Building,
Seattle, Washington.

United States District Court, Western District of
Washington, Northern Division

In Admiralty

No. 14,625

EDWARD J. STEEVES, HUGO CALGAN,
WILLIAM A. PORTER and SAMUEL S.
TAYLOR,

Libelants,

vs.

AMERICAN MAIL LINE, a corporation,
Respondent.

LIBEL IN PERSONAM

Action Under Special Rule for Seamen to Sue
Without Security or Prepayment of Fees, for
the Enforcement of the Laws of the United
States, Common and Statutory, for the Pro-
tection of the Health and Safety of Seamen
at Sea.

Come now the libelants, and for a First Cause of
Action, allege:

I.

That at all times hereinafter mentioned, the re-
spondent American Mail Line was, and now is, a
corporation organized and existing under and by
virtue of the laws of the State of Nevada, author-
ized to do business and doing business and with its
principal place of business in the Western District
of Washington, Northern Division.

II.

That said respondent was the owner of the SS "Capillo", a merchant vessel of the United States, and employed the libelants as seamen on said vessel, on a voyage commencing at the Columbia River on the 11th day of October, 1941, to Asiatic waters, under written articles of employment, a copy of which is in possession of the respondent, and which provide, among other things, as follows:

"The American Mail Line agrees to pay an emergency war bonus to the crew of the SS Capillo, Voyage six (6), in accordance with the provisions contained in the applicable supplementary agreements in effect between the Pacific American Ship-owners' Association and the various Marine Unions.

"In the event the vessel and/or crew be interned, imprisoned, hospitalized or put ashore due to war causes and for that reason, be unable to continue their voyage, the company agrees to pay wages and bonus to the date members of the crew arrive in an United States port, on the Pacific coast; furthermore, the company agrees, in such event, to arrange for repatriation of such men to an United States port on the Pacific Coast. Also, that the company be liable for any injuries suffered by any crew member due to war causes.

"The company agrees to reimburse each man so affected by the amount of \$150.00 for each member of the crew, against the loss of personal effects as a result of war perils.

"It is further agreed that in the event of any increase in pay, overtime or war bonus or changes

in insurance which may be granted, as the result of negotiations between Union and the Pacific American Shipowners' Association, the Company will be governed by the terms and effective date of any agreement so reached."

III.

That said articles provided for the payment of a war bonus at the rate of \$80.00 per month for all time libelants, in the course of their employment, were west of the 180 meridian between the date that they signed on said vessel and the 7th day of December, 1941. That by Decision No. 2 of the Maritime War Emergency Board, dated January 11, 1942, which, by the terms of the rider hereinabove set forth were insofar as they relate to an increase in bonus incorporated in said articles of employment, the bonus rate was increased to 100% of the total monthly wages, in no event less than \$100.00 per month, such increase to take effect as of the 7th day of December, 1941.

IV.

That said vessel crossed the 180th meridian on the 2nd day of November, 1941, arriving at Manila, P. I., on the 1st day of December, 1941. That said vessel was continuously bombed by Japanese planes from the 8th day of December, 1941, to the 29th day of December, 1941, when said vessel was captured by the Japanese. That all libelants were imprisoned and interned by the Japanese as prisoners of war on the 3rd day of January, 1942, and were so interned in Shanghai until repatriated by arrival

in New York on the 2nd day of December, 1943, and by usual method of transportation would have arrived at a Pacific Coast port on December 7, 1943.

V.

That libelant Edward J. Steeves was employed as an oiler on said vessel at the rate of \$110 per month. That there became due and owing to the said libelant war bonus at the rate of \$80.00 per month from the 2nd day of November, 1941, to the 7th day of December, 1941, or the sum of \$93.37, and that there is due him a bonus at the rate of \$110.00 per month, being 100% of his wages, from the 7th day of December, 1941, to the 7th day of December, 1943, or the sum of \$2640.00, and the sum of \$125.00, being the reasonable cost of said libelant's transportation from New York to a Pacific Coast port, making a total amount due him of \$2858.37, no part of which has been paid, except the sum of \$154.66, and that there is now due and owing to the libelant Edward J. Steeves the sum of \$2703.71.

For a further and Second Cause of Action against the respondent, libelants allege:

I.

Libelants repeat, reallege, reaffirm and incorporate in this, their second cause of action, the allegations contained in paragraphs I to IV, inclusive, of their first cause of action as though fully set forth at length herein.

II.

That the libelant Hugo Calgan was employed as an oiler on said vessel at the rate of \$110.00 per month. That there became due and owing to the said libelant war bonus at the rate of \$80.00 per month from the 2nd day of November, 1941, to the 7th day of December, 1941, or the sum of \$93.37, and that there is due him a bonus at the rate of \$110.00 per month, being 100% of his wages, from the 7th day of December, 1941, to the 7th day of December, 1943, or the sum of \$2640.00, and the sum of \$125.00, being the reasonable cost of said libelant's transportation from New York to a Pacific Coast port, making a total amount due him of \$2858.37, no part of which has been paid, except the sum of \$154.66, and that there is now due and owing to the libelant Hugo Calgan the sum of \$2703.71.

For a further and Third Cause of Action against the respondent, libelants allege:

I.

Libelants repeat, reallege, reaffirm and incorporate in this, their third cause of action, the allegations contained in paragraphs I to IV, inclusive, of their first cause of action as though fully set forth at length herein.

II.

That the libelant William A. Porter was employed as a fireman on said vessel at the rate of \$100 per month. That there became due and owing to the

said libelant war bonus at the rate of \$80.00 per month from the 2nd day of November, 1941, to the 7th day of December, 1941, or the sum of \$93.37, and that there is due and owing him a bonus at the rate of \$100.00 per month, being 100% of his wages, from the 7th day of December, 1941, to the 7th day of December, 1943, or the sum of \$2400.00, and the sum of \$125.00, being the reasonable cost of said libelant's transportation from New York to a Pacific Coast Port, making a total amount due him of \$2525.00, no part of which has been paid, except the sum of \$154.66, and that is now due and owing to the libelant William A. Porter the sum of \$2370.34.

For a further and Fourth Cause of Action against the respondent, libelants allege:

I.

Libelants repeat, reallege, reaffirm and incorporate in this, their fourth cause of action, the allegations contained in paragraphs I to IV, inclusive, of their first cause of action as though fully set forth at length herein.

II.

That the libelant Samuel S. Taylor was employed as a messman on said vessel at the rate of \$87.50 per month. That there became due and owing to the said libelant war bonus at the rate of \$80.00 per month from the 2nd day of November, 1941, to the 7th day of December, 1941, or the sum of \$93.37, and that there is due and owing him a bonus at the

rate of \$100.00 per month, being the minimum bonus, from the 7th day of December, 1941, to the 7th day of December, 1943, or the sum of \$2400.00, and the sum of \$125.00, being the reasonable cost of said libelant's transportation from New York to a Pacific Coast port, making a total sum due him of \$2525.00, no part of which has been paid, except the sum of \$154.66, and that there is now due and owing to the libelant Samuel S. Taylor the sum of \$2370.34.

Wherefore, libelant pray for judgment against the respondent as follows:

1. That the libelant Edward J. Steeves recover judgment against the respondent in the sum of \$2703.71.

2. That the libelant Hugo Calgan recover judgment against the respondent in the sum of \$2703.71.

3. That the libelant William A. Porter recover judgment against the respondent in the sum of \$2370.34.

4. That the libelant Samuel S. Taylor recover judgment against the respondent in the sum of \$2370.34.

5. That libelants have and recover their costs and disbursements herein to be taxed.

SAM L. LEVINSON

RICHARD M. CANTOR

Proctors for Libelants

[Title of District Court and Cause.]

EXCEPTIONS TO LIBEL IN PERSONAM

Comes now American Mail Line, Ltd., a corporation, and excepts to the sufficiency, relevancy and competency of the Libel in Personam filed herein as follows:

I.

On the fact of the attached "Statement of Principles" under which the Maritime War Emergency Board was created and under which it functions it affirmatively appears that the war bonus of \$100.00 per month set forth in Paragraph III of the Libel is not, as alleged, an "increase in * * * war bonus * * * the result of negotiations" between the Unions and the Shipowners Association within the meaning of the last paragraph of the rider quoted in Paragraph II of the Libel. All reference to the Maritime War Emergency Board and Decision No. 2 of the Board must therefore be stricken.

II.

In the alternative:

If the Maritime War Emergency Board and its Rulings have been "incorporated" in the "articles of employment," as alleged in Paragraph III of the Libel, then this action must be dismissed for the reason that on the face of the attached Statement of Principles under which the Maritime War Emergency Board was created, and under which it functions, it affirmatively appears that such Board has exclusive and final jurisdiction of the issues here presented.

III.

In the alternative:

It affirmatively appears on the face of the attached Decision No. 2 of the Maritime War Emergency Board dated January 10, 1942, referred to in Paragraph III of the Libel as the authority upon which the claim of libelants is predicated, that such Decision established a "bonus rate for voyages." The entire Decision is wholly predicated upon the existence of a "voyage" and the fixing of a bonus for such a "voyage." By statute of the United States and by physical act of the enemy the "voyage" of the S. S. Capillo terminated at the time of the destruction of the vessel on December 29, 1941. (See 46 U.S.C. §593) The Decision has no application to the facts of this case and all reference to it must be stricken.

IV.

In the alternative:

The provisions of Decision No. 2 dated January 10, 1942, cannot be invoked in the Libel unless the provisions of Decision No. 5 Revised, dated February 21, 1942, of the Board, are likewise "incorporated." Decision No. 5 Revised expressly holds that a war bonus is not payable in the case of internment after the seaman is no longer exposed to "marine perils" as has been the case since December 29, 1941, when the vessel was destroyed. Under Decision No. 5 Revised the Libel must be dismissed.

These exceptions are based upon the files and

records of the above action and the Exceptive Allegations attached to and made a part hereof.

GROSSCUP, MORROW &

AMBLER

JOHN AMBLER

Proctors for Respondent.

EXCEPTIVE ALLEGATIONS

Comes now American Mail Line Ltd., a corporation, and in support of its Exceptions to the Libel in Personam filed herein, files these, its Exceptive Allegations in support of its Exceptions:

I.

Attached to and made a part hereof are the following documents directly or indirectly referred to in the Libel filed herein:

(1) Statement of Principles under which the Maritime War Emergency Board was created and under which it functions.

(2) Decision No. 2 of the Maritime War Emergency Board dated January 10, 1942.

(3) Decision No. 5 Revised of Maritime War Emergency Board dated February 21, 1942.

II.

On or about October 11, 1941, the Master of the American Steamship Capillo executed at Portland, Oregon, Shipping Articles with his crew for a round voyage to the Philippine Islands via Shang-

hai and Hong Kong, China. Before sailing from the United States the United States Navy took complete charge of routing the vessel and she did not call at China ports and proceeded to Manila, P. I., arriving there on or about November 29, 1941. The vessel was sunk under Japanese bombing on or about December 29, 1941, and her crew of approximately forty were thereafter interned by the Japanese. On or about December 2, 1943, the libelants in this action, members of the crew of the said vessel, were repatriated to New York on the International Exchange Vessel, M. S. Gripsholm. A representative of the owner met the four seamen in New York and promptly paid them off as indicated below.

III.

The Shipping Articles mentioned above and referred to in the Libel, in addition to the rider set out in Paragraph II of the Libel, have only the following specific provision with respect to the monetary compensation of the libelants:

Edward J. Steeves, oiler, "wages per month," \$100.00.

Hugo Calgan, oiler, "wages per month," \$100.00.

William Q. Porter, fireman, "wages per month," \$90.00.

Samuel S. Taylor, messman, "wages per month," \$77.50.

These wage rates set up in the Articles were made up from the provisions of Collective Bargaining Agreement dated as follows:

Oiler, base wages (Oct. 7, 1939) \$82.50, emergency increase (Feb. 10, 1941) \$17.50, total \$100.00.

Fireman, base wages (Oct. 7, 1939) \$72.50, emergency increase (Feb. 10, 1941) \$17.50, total \$90.00.

Messman, base wages (July 5, 1940) \$60.00, emergency increase (Feb. 10, 1941) \$17.50, total \$77.50.

The six maritime unions, for some time prior to October, 1941, had been negotiating concerning certain increases in wages, bonus, etc.

By contract dated October 10, 1941, between the Pacific Coast Marine Firemen, Oilers, Watertenders and Wipers Association and Pacific American Shipowners Association, the basic wages of oilers and firemen were increased \$10.00 a month, making the total base wages and emergency increase for oilers \$110.00 and firemen \$100.00 a month.

By contract dated October 31, 1941, the base wages of messmen were likewise increased \$10.00 a month which made the total wages including emergency increase \$87.50 a month.

By contract dated October 9, 1941, the bonus rates payable to oilers and firemen on voyages west of the 180th Meridian only were increased from a flat \$60.00 a month, provided under the agreement of May 19, 1941, to \$80.00 per month.

In the case of messmen a similar increase was made from \$60.00 a month, provided in the agreement between the Marine Cooks and Stewards Association of the Pacific Coast and Pacific American Shipowners Association dated May 19, 1941, to \$80.00 a month under an agreement dated October 10, 1941.

The provisions of these contracts dated in October, 1941, were not known to the Master and crew members of the S. S. Capillo when the Shipping Articles dated October 11, 1941, were executed.

IV.

The four libelants were paid off in New York on or about December 3 and 4, 1943, as follows:

Edward J. Steeves and Hugo Calgan—Oilers

Wages and emergency increase—\$110.00 per month (From Oct. 11, 1941 to Dec. 2, 1943.)

William Q. Porter—Fireman

Wages and emergency increase—\$100.00 per month (From Oct. 11, 1941 to Dec. 2, 1943.)

Samuel S. Taylor—Messman

Wages and emergency increase—\$87.50 per month (From Oct. 11, 1941 to Dec. 2, 1943.)

The four crew members each received:

(1) Bonus at \$80.00 per month from crossing of the 180th Meridian on November 2, 1941 until the vessel was sunk on December 29, 1941.

(2) Philippine Island port bonus of \$125.00.

(3) A certain amount representing adjustment of advances, etc., against overtime as computed by the individual.

(4) Repatriation to the Port of New York on the M. S. Gripsholm at cost of respondent American Mail Line Ltd.

AMERICAN MAIL LINE LTD.,

Respondent

By GROSSCUP, MORROW &

AMBLER

JOHN AMBLER

Its Proctors.

[Title of District Court and Cause.]

ORDER ON EXCEPTIONS TO LIBEL
IN PERSONAM

The exceptions to libel in personam having duly come on for hearing before the above entitled court on the 5th day of October, 1944, and briefs having been filed on behalf of the respective parties, the subject having been fully argued by counsel for the respective parties, and the matter having been submitted, it is now, therefore,

Ordered, Adjudged and Decreed that the exceptions to libel in personam be and each of them is hereby sustained and allowed, with the right of libelants, if they so desire, to file an amended libel within ten (10) days from the date hereof.

To all of which the libelants except and their exception is allowed.

Done in open court this 6th day of October, 1944.

JOHN C. BOWEN

District Judge.

Approved as to form:

SAM L. LEVINSON

Proctor for Libelants

Presented by:

JOHN AMBLER

Proctor for Respondent

[Title of District Court and Cause.]

AMENDED LIBEL IN PERSONAM

Action Under Special Rule for Seamen to Sue Without Security or Prepayment of Fees, for the Enforcement of the Laws of the United States, Common and Statutory, for the Protection of the Health and Safety of Seamen at Sea.

Come now the libelants, and for an Amended First Cause of Action, allege:

I.

That at all times hereinafter mentioned, the respondent American Mail Line was, and now is, a corporation organized and existing under and by virtue of the laws of the State of Nevada, authorized to do business and doing business and with its principal place of business in the Western District of Washington, Northern Division.

II.

That said respondent was the owner of the SS "Capillo" a merchant vessel of the United States, and employed the libelants as seamen on said vessel, on a voyage commencing at the Columbia River on the 11th day of October, 1941, to Asiatic waters, under written articles of employment, a copy of which is in possession of the respondent, and which provide, among other things, as follows:

"The American Mail Line agrees to pay an emergency war bonus to the crew of the SS Capillo,

Voyage Six (6), in accordance with the provisions contained in the applicable supplementary agreements in effect between the Pacific American Shipowners' Association and the various Marine Unions.

"In the event the vessel and/or crew be interned, imprisoned, hospitalized or put ashore due to war causes and for that reason, be unable to continue their voyage, the company agrees to pay wages and bonus to the date members of the crew arrive in an United States port, on the Pacific coast; furthermore, the company agrees, in such event, to arrange for repatriation of such men to an United States port on the Pacific Coast. Also, that the company be liable for any injuries suffered by any crew member due to war causes.

"The company agrees to reimburse each man so affected by the amount of \$150.00 for each member of the crew, against the loss of personal effects as a result of war perils.

"It is further agreed that in the event of any increase in pay, overtime or war bonus or changes in insurance which may be granted, as the result of negotiations between Union and the Pacific American Shipowners' Association, the Company will be governed by the terms and effective date of any agreement so reached."

III.

That the applicable supplementary agreement in effect at the time said articles were signed provided for the payment of a war bonus at the rate of \$80.00 per month, commencing from the date that

said vessel crossed the 180th Meridian. That said vessel crossed the 180th Meridian on the 2nd day of November, 1941, arriving at Manila, P. I., on the 1st day of December, 1941. That said vessel was continuously bombed by Japanese planes from the 8th day of December, 1941, to the 29th day of December, 1941, when said vessel was captured by the Japanese. That all libelants were imprisoned and interned by the Japanese as prisoners of war on the 3rd day of January, 1942, and were so interned in Shanghai until repatriated by arrival in New York on the 2nd day of December, 1943, and by usual method of transportation would have arrived at a Pacific Coast port on December 7, 1943.

IV.

That libelant Edward J. Steeves was employed as an oiler on said vessel at the rate of \$110.00 per month. That there became due and owing said libelant war bonus at the rate of \$80.00 per month from the 2nd day of November, 1941 to the 7th day of December, 1943, or the sum of \$2013.33, and the sum of \$125.00 being the reasonable cost of said libelant's transportation from New York to the Pacific Coast, making a total amount due said libelant of \$2138.33, no part of which has been paid, except the sum of \$154.66, and that there is now due and owing to the libelant, Edward J. Steeves, the sum of \$2083.67, together with interest thereon at the legal rate from the 7th day of December, 1943, until paid.

For a further and Second Amended Cause of Action against the respondent, libelants allege:

I.

Libelants repeat, reallege, reaffirm and incorporate in this, their second cause of action, the allegations contained in paragraphs I to III, inclusive, of their first cause of action as though fully set forth at length herein.

II.

That the libelant Hugo Calgan was employed as an oiler on said vessel at the rate of \$110.00 per month. That there became due and owing said libelant war bonus at the rate of \$80.00 per month from the 2nd day of November, 1941, to the 7th day of December, 1943, or the sum of \$2013.33, and the sum of \$125.00 being the reasonable cost of said libelant's transportation from New York to the Pacific Coast, making a total amount due said libelant of \$2138.33, no part of which has been paid, except the sum of \$154.66, and that there is now due and owing to the libelant Hugo Calgan the sum of \$2083.67, together with interest thereon at the legal rate from the 7th day of December, 1943, until paid.

For a further and Third Amended Cause of Action against the respondent, libelants allege:

I.

Libelants repeat, reallege, reaffirm and incorporate in this, their third cause of action, the

allegations contained in paragraphs I to III, inclusive of their first cause of action as though fully set forth at length herein.

II.

That the libelant William A. Porter was employed as a fireman on said vessel at the rate of \$100.00 per month. That there became due and owing said libelant war bonus at the rate of \$80.00 per month from the 2nd day of November, 1941, to the 7th day of December, 1943, or the sum of \$2013.33, and the sum of \$125.00, being the reasonable cost of said libelant's transportation from New York to the Pacific Coast, making a total amount due said libelant of \$2138.33, no part of which has been paid, except the sum of \$154.66, and that there is now due and owing to the libelant William A. Porter the sum of \$2083.67, together with interest thereon at the legal rate from the 7th day of December, 1943, until paid.

For a further and Fourth Amended Cause of Action against the respondent, libelants allege:

I.

Libelants repeat, reallege, reaffirm and incorporate in this, their fourth cause of action, the allegations contained in paragraphs I to III inclusive, of their first cause of action as though fully set forth at length herein.

II.

That the libelant Samuel S. Taylor was employed as a messman on said vessel at the rate of \$87.50 per month. That there became due and owing said libelant war bonus at the rate of \$80.00 per month from the 2nd day of November, 1941, to the 7th day of December, 1943, or the sum of \$2013.33, and the sum of \$125.00 being the reasonable cost of said libelant's transportation from New York to the Pacific Coast, making a total amount due said libelant of \$2138.33, no part of which has been paid, except the sum of \$154.66, and that there is now due and owing to the libelant Samuel S. Taylor the sum of \$2083.67, together with interest thereon at the legal rate from the 7th day of December, 1943, until paid.

Wherefore, libelant prays for judgment against the respondent as follows:

1. That the libelant Edward J. Steeves have and recover judgment against the respondent in the sum of \$2083.67, together with interest thereon at the legal rate from the 7th day of December, 1943, until paid.

2. That the libelant Hugo Calgan recover judgment against the respondent in the sum of \$2083.67, together with interest thereon at the legal rate from the 7th day of December, 1943, until paid.

3. That the libelant William A. Porter have and recover judgment against the respondent in the sum of \$2083.67, together with interest thereon at

the legal rate from the 7th day of December, 1943, until paid.

4. That the libelant Samuel S. Taylor have and recover judgment against the respondent in the sum of \$2083.67, together with interest thereon at the legal rate from the 7th day of December, 1943, until paid.

5. That the libelants have and recover their costs and disbursements herein incurred.

SAM L. LEVINSON

RICHARD M. CANTOR

Proctors for Libelant

[Title of District Court and Cause.]

ANSWER TO AMENDED LIBEL
IN PERSONAM.

Comes now American Mail Line Ltd., a corporation, respondent in the above entitled action, and for answer to the amended libel in personam filed herein admits, denies and alleges as follows:

I.

Answering paragraph I of the amended libel in personam respondent admits it was and now is a corporation duly organized and existing under and by virtue of the laws of the State of Nevada, and that it is engaged in foreign commerce, having an office in the Western District of Washington, Northern Division.

II.

Answering paragraph II of the amended libel in personam respondent admits that the libelants on the 11th day of October, 1941, were employed as seamen on the S. S. Capillo, a merchant vessel owned by the United States of America, represented by the United States Maritime Commission, for a voyage from the Columbia River to Asiatic waters under written articles of employment, a copy of which is in the possession of the respondent and which provided, among other things, as shown in paragraph II of the amended libel in personam.

III.

Answering paragraph III of the amended libel in personam respondent admits that the vessel crossed the 180th Meridian on or about the 2nd day of November, 1941, and admits that the libelants were interned by the Japanese; that they arrived in the United States on or about December 1, 1943, and by usual method of transportation would have arrived at a Pacific Coast port on or about December 6, 1943.

IV.

Answering paragraph IV of the amended libel in personam respondent, American Mail Line Ltd., admits that libelant Edward J. Steeves was employed as an oiler on said vessel at the rate of \$110.00 per month.

And for answer to the second amended cause of action set forth in the amended libel in personam,

respondent American Mail Line Ltd. admits, denies and alleges as follows:

I.

Answering paragraph I thereof respondent repeats, realleges, reaffirms and incorporates in this, its answer to the second amended cause of action, the allegations contained in paragraphs I, II and III of its answer to the amended libel in personam as though fully set forth at length herein.

II.

Answering paragraph II of the second amended cause of action respondent American Mail Line Ltd. admits that libelant Hugo Calgan was employed as an oiled on said vessel at the rate of \$110.00 per month.

And for answer to the third amended cause of action set forth in the amended libel in personam respondent American Mail Line Ltd. admits, denies and alleges as follows:

I.

Answering paragraph I thereof respondent repeats, realleges, reaffirms and incorporates in this, its answer to the third amended cause of action, the allegations contained in paragraph I, II and III of its answer to the amended libel in personam as though fully set forth at length herein.

II.

Answering paragraph II of the third amended cause of action respondent American Mail Line

Ltd admits that libelant William Q. Porter was employed as a fireman on said vessel at the rate of \$110.00 per month.

And for answer to the fourth amended cause of action set forth in the amended libel in personam respondent American Mail Line Ltd. admits, denies and alleges as follows:

I.

Answering paragraph I thereof respondent repeats, realleges, reaffirms and incorporates in this, its answer to the fourth amended cause of action, the allegations contained in paragraphs I, II and III of its answer to the amended libel in personam as though fully set forth at length herein.

II.

Answering paragraph II of the fourth amended cause of action respondent American Mail Line Ltd. admits that libelant Samuel S. Taylor was employed as a messman on said vessel at the rate of \$87.50 per month.

Except as herein expressly admitted in the foregoing answers to the causes of action set forth in the amended libel in personam filed herein, respondent American Mail Line Ltd. denies each and all of the allegations set forth in said causes of action and the whole of each of said causes of action and the whole of the amended libel in personam.

And for a First Affirmative Defense to the amended first, second, third and fourth causes of action set forth in the amended libel in personam

respondent American Mail Line Ltd. alleges as follows:

I.

On or about October 11, 1941, the Master of the S.S. Capillo, a vessel owned by the United States of America, represented by the United States Maritime Commission, and operated by American Mail Line Ltd., under bareboat charter, signed articles with the crew of the said vessel for a "voyage from the Port of Portland, Oregon, to Shanghai and Hong Kong, China; thence to Philippine Island ports and such other ports and places in any part of the world as the master may direct and back to a final Pacific Coast port of discharge in the United States, to be designated by the master, for a term of time not exceeding six calendar months." The said articles contained a rider, copy of which is attached hereto, and by reference is incorporated herein and made a part hereof, marked Exhibit A.

II.

For some time prior to October 11, 1941, the Pacific Coast Marine Firemen, Oilers, Watertenders and Wipers Association, of which libelants Edward J. Steeves, Hugo Calgan and William Q. Porter, were members, and Pacific American Ship-owners' Association, of which American Mail Line Ltd. was a member, were engaged in collective bargaining concerning the subject of wages, war bonus and other matters. For some time prior to October 11, 1941, the Marine Cooks and Stewards Association of the Pacific Coast, of which libelant, Samuel

S. Taylor, was a member, and Pacific American Shipowners' Association, of which respondent American Mail Line Ltd. was a member, were engaged in collective bargaining concerning the subject of wages, war bonus and other matters.

III.

Under date of October 9, 1941, a supplementary agreement between Pacific Coast Marine Firemen, Oilers, Watertenders and Wipers Association and Pacific American Shipowners' Association was entered into, the provisions of which were unknown to the parties executing the articles on the S. S. Capillo on October 11, 1941. By the terms of the supplementary agreement so reached the bonus payable on the current voyage was increased under its terms from \$60.00 to \$80.00 per month for the area covered by the voyage in question.

IV.

Under date of October 10, 1941, a supplementary agreement between Marine Cooks and Stewards Association of the Pacific Coast and Pacific American Shipowners' Association was entered into, the provisions of which were unknown to the parties executing the articles on the S. S. Capillo on October 11, 1941. By the terms of the supplementary agreement so reached the bonus payable on the current voyage was increased under its terms from \$60.00 to \$80.00 per month for the area covered by the voyage in question.

V.

Said contracts of October 9, 1941 and October 10, 1941, each contained the following paragraphs:

"1. The following war bonus rules shall govern the parties hereto—

(a) There shall be five war risk zones; namely:

I. Trans-Atlantic voyages to Spain, Portugal, East, South or West Coasts of Africa, Red Sea, Persian Gulf, India, Iceland and Greenland. (Whole voyage; except that if any vessel continues eastbound to United States ports via India and the Pacific Ocean said bonus rates for such area will continue until the vessel passes the 180th Meridian, eastbound, and thereafter no further bonuses will be payable.)

II. Trans-Atlantic voyages to Russia (Archangel etc.) (Whole voyage)

III. Trans-Pacific voyages to Japan, Philippine Islands, China, Indo-China, East Indies, Malayan Peninsula. (After crossing the 180th Meridian westbound until recrossing the same Meridian eastbound)

IV. Trans-Pacific voyages to New Zealand or Australia. (From arrival of vessel in Suva or the crossing of the 180th Meridian, westbound, until departure from Suva or crossing the 180th Meridian eastbound.)

V. Canada (Atlantic Coast) (While vessel is north of 35 degrees of north latitude when bound to or from a Canadian port)

(b) Members of the Union shall be paid a war

risk bonus at the rate of \$80 per month in the first four areas and \$33 in the fifth area provided, however, that all members of the Union entitled to receive basic monthly wages in excess of \$120, shall, in lieu of the bonuses specified above be paid at the rate of 66 2/3% of the basic monthly wages in effect on the date hereof in the first four areas and 25% of the basic monthly wages in effect on the date hereof in the fifth area; a schedule of such bonuses is attached hereto and made a part of this agreement.

*

*

*

*

4. * * * In the event a vessel is interned, destroyed or abandoned as a result of war operations and is unable to continue her voyage, the basic wages and emergency wages specified in the collective bargaining agreement between the parties shall be paid to the date the members of the crew arrive in a Continental United States port and the employees shall be repatriated to a Continental United States port. War bonuses at the rates specified in subdivision (b) of paragraph 1 hereof shall be paid while employees are in the war zones defined herein.* * *

VI.

After the said articles were executed between the master and the crew of the S. S. Capillo on October 11, 1941, at Portland, Oregon, the vessel completed loading and proceeded to the mouth of the Columbia River where she was boarded by a representative of the United States Navy who thereafter took

complete charge of routing a course for said vessel. Under the specific instructions of the United States Navy the vessel proceeded by a roundabout course from the Columbia River to Manila, P. I. The vessel was forbidden by the United States Navy to call at her scheduled ports of discharge in China. The vessel arrived in Manila, P. I., on or about November 29, 1941, where a portion of her cargo was later requisitioned by the United States Government. The vessel was set afire and sunk by action of the Japanese on December 29, 1941, becoming at that time a total loss. The crew of said vessel, including the libelants, landed near Manila, P. I., and were subsequently interned by the Japanese. The libelants were later repatriated at the cost of the respondents on the International Exchange Motor Vessel Gripsholm arriving in New York on or about December 1, 1943. Upon arrival at New York libelants were paid basic wages and emergency wages specified in the applicable collective bargaining agreements between the parties to the date the libelants arrived at New York. Libelants were likewise paid war bonus at the rate specified in subdivision (b) of paragraph 1 of the said supplementary agreements while the libelants were in the war zone described in paragraph 1 (a) of the said agreements. All other provisions of the said supplementary agreement were likewise fully performed by respondent.

Wherefore, having fully answered, respondent prays that the amended libel in personam filed

herein be dismissed and that it be awarded its costs and disbursements herein expended and such other, further and different relief as to the court may seem just in the premises.

GROSSCUP, MORROW &

AMBLER

JOHN AMBLER

Proctors for Respondent,
American Mail Line Ltd.

EXHIBIT A

RIDER TO ARTICLES

The American Mail Line Agrees to Pay An Emergency War Bonus to the Crew of the S. S. Capillo, Voyage 6, in Accordance With Provisions Contained in the Applicable Supplementary Agreements in Effect Between the Pacific American Shipowners' Association and the Various Marine Unions.

In the Event the Vessel and/or Crew Be Interned, Imprisoned, Hospitalized or Put Ashore Due to War Causes and for That Reason, Be Unable to Continue Their Voyage, the Company Agrees to Pay Wages and Bonus to the Date Members of the Crew Arrive in An United States Port, on the Pacific Coast: Furthermore the Company Agrees. in Such Event, to Arrange for Repatriation of Such Men to An United States Port, on the Pacific Coast. Also, That the Company Be Liable for Any Injuries Suffered by Any Crew Member Due to War Causes.

The Company Agrees to Reimburse Each Man So Affected by the Amount of \$150.00 in the Event of Loss of Personal Effects by Any Member of the Crew Due to Necessity of Abandoning the Ship Resulting From Torpedoing, Mining, Bombing, Shelling, Scuttling or Any Other War Causes, Which Results in the Ship Wreck of the Vessel.

The Company Also Agrees to Carry War Risk Insurance in the Amount of \$2,000.00 for Each Member of the Crew, Against Loss of Life As a Result of War Perils.

It Is Further Agreed That in the Event of Any Increase in Pay, Overtime or War Bonus, Which May Be Granted, As the Result of Negotiations Between the Union and the Pacific American Ship-owners' Association, the Company Will Be Governed by the Terms and Effective Date of Any Agreement So Reached.

GALE T. BLUNDELL

Deputy U. S. Shipping Commissioner

K. O. DREYER

Master

[Title of District Court and Cause.]

DECISION OF THE COURT

April 6, 1945

The Court: This is one of the most involved cases I ever saw. That is a condition resulting

directly from the war situation and from the desire of citizens, particularly those connected with the maritime industry, to cooperate with the war effort, even to the exclusion of their clear understanding of employer-employee relations.

It is the opinion of the Court, however, that this case may be solved within the principles of contract law.

The shipping articles provided, among other things, that the respondent agrees to pay an emergency war bonus to the crew, including libelants, in accordance with provisions contained in the applicable supplementary agreements, and so forth.

Two of those applicable supplementary agreements are in evidence. Of these, the first is one dated October 9, 1941, (Respondent's Exhibit A-3), between Respondent's representative and the Pacific Coast Marine Firemen, Oilers, Water Tenders and Wipers Association (representing three of the libelants here); and the second is the supplementary agreement of October 10, 1941, (Respondent's Exhibit A-4), between Respondent's representative and the Marine Cooks & Stewards Association of the Pacific Coast (representing the fourth libelant). By these two supplementary agreements, it seems to the Court that the rights of the parties sought to be adjudicated in this action have been stipulated, and from these agreements I think the intention of the parties may be ascertained, if to them may be added the explanatory matter contained in the other evidence received before the Court.

In addition to what I have just said, I entertain no doubt but that it is established by the evi-

dence that the Statement of Principles (Respondent's Exhibit K) was expressly consented to by the libelants' unions, and that the libelants' unions, representing libelants, among other employees in the maritime industry, expressly consented and approved the creation by the President of the Maritime War Emergency Board; and that by subscribing to that Statement of Principles, libelants' unions consented to be bound by the decisions of the Maritime War Emergency Board.

That Board, according to the statement of Respondent's counsel, has decided that maritime employees repatriated on the Gripsholm are entitled to a war bonus while such employees are on such a repatriating voyage; and counsel for the respondent has also stated that in this case these libelants have not been paid that repatriating voyage bonus.

The Court finds, concludes and decides, that these libelants are entitled to a bonus, as stipulated in Respondent's Exhibits A-3 and A-4, for the time that the libelants were on the Gripsholm repatriating voyage to a continental port of the United States.

The Court further finds, concludes and decides that the libelants are not entitled to recover anything for the expense of travel and maintenance, or either, from the Atlantic Coast to the Pacific Coast after their repatriation to a United States continental port.

The Court further finds, concludes and decides that the libelants are not entitled to be paid the war bonus at the rate provided in Respondent's

Exhibits A-3 and A-4 while the libelants were interned by the Japanese authorities, and that they are not entitled to any other sums sued for herein, other than as above stated.

Is there any other point or issue not covered?

Mr. Levinson: I think that is all, your Honor.

Mr. Ambler: That covers it.

[Title of District Court and Cause.]

FINDINGS OF FACT AND CONCLUSIONS OF LAW

The above cause having duly come on for trial upon the merits before the above entitled court on April 4th and 5th, 1945, and having been duly submitted upon certain admissions of the respondent, depositions and oral testimony of witnesses of respondent, and the argument of counsel having been heard and the court having decided the case; now, therefore, the court makes these its

FINDINGS OF FACT

I.

The Master of the S. S. Capillo, an American vessel operated by American Mail Line Ltd., signed shipping articles with his crew at Portland, Oregon, October 11, 1941. The articles contemplated a voyage to the Philippine Islands via Shanghai and Hong Kong, China, and return to the Pacific Coast of the United States. The course of the vessel was taken over by the U. S. Navy at the time of leaving the Columbia River, and under the directions of

the U. S. Navy the vessel proceeded to Honolulu, T. H., and from there via a circuitous route to Manila, P. I., arriving in Manila Harbor November 29, 1941. The vessel was thereafter sunk by enemy action on December 29, 1941.

II.

The articles of the vessel as to the four libelants show the following "particulars of engagement:"

	"In what capacity	Wages per Month
"Edward J. Steeves	Oiler	\$100.00
Hugo Calgan	Oiler	100.00
William Q. Porter	Fireman	90.00
Samuel S. Taylor	Messman	77.50."

Attached to the articles and signed by the Master and the Deputy United States Shipping Commissioner is the following "Rider to Articles":

"The American Mail Line Agrees to Pay an Emergency War Bonus to the Crew of the S. S. Capillo, Voyage 6, in Accordance with Provisions contained in the Applicable Supplementary Agreements in Effect Between the Pacific American Ship-owners' Association and the Various Marine Unions.

"In the Event the Vessel and/or Crew Be Interned, Imprisoned, Hospitalized or Put Ashore Due to War Causes and for That Reason, Be Unable to Continue Their Voyage, the Company Agrees to Pay Wages and Bonus to the Date Members of the Crew Arrive in an United States Port, on the Pacific Coast: Furthermore, the Company Agrees, in Such Event, to Arrange for Repatria-

tion of Such Men to an United States Port, on the Pacific Coast. Also, That the Company Be Liable for Any Injuries Suffered by Any Crew Member Due to War Causes.

“The Company Agrees to Reimburse Each Man so Affected by the Amount of \$150.00 in the Event of Loss of Personal Effects by Any Member of the Crew Due to Necessity of Abandoning the Ship Resulting From Torpedoing, Mining, Bombing, Shelling, Scuttling or Any Other War Causes, Which Results in the Ship Wreck of the Vessel.

“The Company Also Agrees to Carry War Risk Insurance in the Amount of \$2,000.00 for Each Member of the Crew, Against Loss of Life as a Result of War Perils.

“It Is Further Agreed That in the Event of Any Increase in Pay, Overtime or War Bonus, Which May Be Granted, as the Result of Negotiations Between the Union and the Pacific American Shipowners' Association, the Company Will Be Governed by the Terms and Effective Date of Any Agreement so Reached.”

III.

Pacific American Shipowners' Association is a trade association formed in 1936 to act on behalf of offshore and coastwise ship operators of the Pacific Coast in negotiating and executing collective bargaining agreements on behalf of its members with the six maritime unions operating on the Pacific Coast representing seagoing personnel in the various departments of a vessel. Since 1937 the Asso-

ciation has successfully negotiated contracts with the following unions relating to wages and working conditions of offshore personnel:

National Organization of Masters, Mates and Pilots of America

Marine Engineers Beneficial Association

American Communications Association, Marine Division

Sailors Union of the Pacific

Pacific Coast Marine Firemen, Oilers, Water-tenders and Wipers Association

Marine Cooks & Stewards Association of the Pacific Coast

The last two unions have and do represent the libelants.

IV.

General agreements covering the subject of wages and working conditions were negotiated by the Association with the six maritime unions under various dates in late 1939 and 1940. The wages specified in these general agreements were uniformly referred to in the shipping industry as "basic wages."

Commencing in the fall of 1939 collective bargaining agreements made by the Association on behalf of its members with the unions merely contained a provision for special settlement of bonuses on voyages in war zones. The Association did not at this time negotiate for its members on the subject of war bonuses. The individual companies negotiated and settled with the unions the details

and amount of war bonuses. This, however, led to inequities and confusion so in 1940 the Association undertook to establish general standards through general agreements with each union on a uniform basis applicable to all ships entering defined war zones.

It was customary when changes or additions were to be made to "general" agreements to include same in so-called "supplementary" agreements. Following the entry of the Association into the establishment of general uniform standards in the industry on the subject of war bonus "supplementary" agreements were made with the six maritime unions in 1940 covering a wage increase and a war bonus. The increase was known as an "emergency" increase or sometimes "emergency" wage. In general these first supplementary agreements provided for a ten per cent "emergency" increase in wages and a "bonus" of twenty-five per cent of basic and emergency wages on trans-Pacific voyages from the time of the arrival of the vessel at her first Japanese port westbound to departure from the last Japanese port eastbound. Unlicensed personnel earning under \$100.00 per month received a flat \$10.00 a month emergency increase. A second supplementary agreement was made on February 10, 1941, with the unions enlarging the "emergency" increase to fifteen per cent of the wages and enlarging the twenty-five per cent war bonus on trans-Pacific voyages to the period when the vessel crossed the 160th Meridian westbound until the vessel recrossed the 160th Meridian eastbound. The unlicensed personnel

earning under \$120.00 a month received a flat emergency increase of \$17.50 a month and a flat \$30.00 a month bonus. On May 19, 1941, a third supplementary agreement was made covering merely bonus. By this supplementary agreement the bonus was increased to fifty per cent of basic wages for the same war area. The flat bonus to unlicensed personnel earning under \$120.00 per month was increased to \$60.00 per month. For the first time war risk insurance was provided for crew members in the amount of \$2,000 each.

V.

The rivalry existing between individual operators and unions on the Pacific Coast which had been solved to some extent by the foregoing Pacific Coast industry-wide agreements on the subject of war compensation now extended to a rivalry between unions on the Pacific and Atlantic Coasts and new subjects for discussion, such as loss of personal effects, increased war risk insurance, repatriation and compensation in case of loss or destruction of the vessel or internment of the crew, were raised. Serious work stoppages ensued and at length a meeting was called of the vessel operators on both Coasts and the Maritime unions on both Coasts to work out a national uniform program. In calling this meeting the invitations sent out by Admiral E. S. Land, Chairman of the U. S. Maritime Commission, addressed to the President of American Merchant Marine Institute, Inc., read in part as follows:

representatives of seagoing organized labor and

“A series of conferences are being called on August 12, August 15, and August 19, 1941, between representatives of seagoing organized labor and offshore steamship operators for the purpose of affording these representatives an opportunity of reaching a decision covering the payment of war bonuses on a national uniform basis.

“These conferences will be held under the auspices of the Department of Labor and the Maritime Commission, and will take place in Room 7856 of the Department of Commerce Building, at 10:00 A. M., on the dates mentioned above. The first conference, on August 12, will be devoted to the question of war bonuses as they affect licensed and registered officers; on August 15, as they effect radio operators; and on August 19, as they effect unlicensed personnel.

* * * * *

“A communication identical to this is being sent to Mr. A. O. Woll, Secretary of the Pacific American Tank Ship Association, and to Mr. J. B. Bryan, President of the Pacific American Shipowners Association. If you think it is desirable that invitations be sent to others than those mentioned herein, will you kindly advise me to that effect.”

VI.

American Merchant Marine Institute, Inc., is a trade association representing the principal offshore, coastwise and intercoastal operators on the Atlantic Coast. For many years it has negotiated contracts for its members with various unions rep-

representing seagoing personnel. Contracts negotiated by the American Merchant Marine Institute, Inc., for the most part, set the pattern for such negotiations on the Atlantic Coast as did such contracts negotiated by the Pacific American Shipowners' Association on the Pacific Coast.

VII.

At the opening of this conference on "War Bonuses" on August 12, 1941, Commissioner Edward Macauley of the U. S. Maritime Commission made the following opening remarks:

"As you know from the letters inviting you to be present, this conference between representatives of the licensed officers' organizations and representatives of the off-shore steamship operators is being held under the auspices of the Department of Labor and the U. S. Maritime Commission, in order to permit these representatives an opportunity to present to the Department of Labor and the Maritime Commission their views as to the determination of a proper national uniform basis for payment of war bonuses to the licensed officers of American merchant ships.

"It is desired that this reference be confined strictly to the purpose for which it has been called, i.e., to achieve a nationwide agreement on war risk, compensation. It is considered that other subjects, such as wages, hours and working conditions, are extraneous and not pertinent to the discussion."

VIII.

As a result of this conference a contract was concluded on August 16, 1941, between the American Merchant Marine Institute, Inc., and Pacific American Shipowners' Association, representing the employers on both Coasts, and the two unions representing the licensed officers on both Coasts. This contract, in brief, created five war risk areas, raised the bonus to 60 per cent on "trans-Pacific voyages to Japan, Philippine Islands, China, Indo-China, East Indies and Malayan Peninsula". The bonus commenced "from the crossing of the 180th Meridian westbound, until recrossing the same Meridian eastbound." A formula for future adjustment of bonus was incorporated, \$500.00 was allowed for loss of personal effects; \$5000. war risk insurance was provided, and in the event the vessel was interned, destroyed or abandoned wages and emergency wages were payable until returned to a Continental United States port. The contract was to remain in effect "until its abolition, as may be anticipated upon the cessation of hostilities between warring nations, as proclaimed by the President of the United States or otherwise."

IX.

Subsequent negotiations with other offshore unions fell through on both Coasts. The seriousness of the situation is illustrated by the following telegram dated September 22, 1941, from Chairman Land of the U. S. Maritime Commission to the President of American Merchant Marine Institute, Inc.:

“Maritime Commission views with concern and anxiety the danger to shipping so vitally needed for national defense and all out aid to the democracies unless some method and procedure are immediately found and resorted to which will remove future sources of contention between all elements of the industry and which will stabilize and to a greater extent than now prevails standarize bonuses on our various trade routes. Believing that the solution of these problems rests primarily in the hands of representatives of operators and representatives of personnel and that these objectives can be secured through a joint meeting, the Maritime Commission will if requested by these representatives call such a meeting. We therefore offer the facilities of the Maritime Commission for purposes of holding conferences between the Seafarers’ International Union, National Maritime Union, Sailors’ Union of Pacific, Marine Cooks & Stewards of Pacific and Marine Firemen, Oilers, Water Tenders and Wipers Association of Pacific representing unlicensed personnel of vessels operated by companies who have collective bargaining agreements with those unions and the American Merchant Marine Institute, also the Pacific American Shipowners’ Association representing the owners, also other owners not members of those associations so that agreement can be reached between the owners and the unlicensed personnel with respect to war bonuses and war risk areas. Will be glad to make our facilities available for meeting in Washington Thursday this week. The Maritime Commission

urges immediate return to work and sailing of vessels. Will appreciate your telegraphic reply. E. S. Land, U. S. Maritime Commission."

At length hearings commenced on September 29, 1941, before a Panel of the National Defense Mediation Board in Case No. 80, involving the American Merchant Marine Institute, Inc., and the Pacific American Shipowners' Association and the Sailors' Union of the Pacific, and Waterman Steamship Co. Prior to this hearing formal demands had been served upon the Pacific American Shipowners' Association by the Pacific Coast Marine Firemen, Oilers, Watertenders and Wipers' Association under date of September 15, 1941, and the Sailors' Union of the Pacific under date of September 16, 1941, making extensive demands for bonus and other war compensation. A decision rendered by the Panel of the National Defense Mediation Board on or about October 6, 1941, was promptly accepted by all parties on both the Atlantic and the Pacific Coasts and supplementary agreements were entered into by the American Merchant Marine Institute, Inc., on the Atlantic Coast with unlicensed personnel stabilizing industry in regard to the war bonus and other compensation on that Coast. Similar contracts were entered into in October, 1941, between Pacific American Shipowners' Association and the six maritime unions accomplishing the same result on the Pacific Coast on the following dates:

National Association of Masters, Mates and Pilots of America, West Coast Local No. 90, October 10, 1941.

Marine Engineers' Beneficial Association, October 15, 1941.

American Communications Association (Marine Division), October 16, 1941.

Sailors' Union of the Pacific, October 9, 1941.

Pacific Coast Marine Firemen, Oilers, Water-tenders and Wipers' Association, October 9, 1941.

Marine Cooks and Stewards Association of the Pacific Coast, October 10, 1941.

The agreements covering libelants provided in part as follows:

"The provisions of this agreement shall be effective on all voyages shipping articles for which were entered on or after August 16, 1941 or upon any voyage to which the provisions herein are made applicable by special agreement or rider attached to shipping articles."

X.

The details, character and results of the negotiations on the subject of war bonus and war compensation conducted since August 1941, to October 1941, were unknown to the American Mail Line Ltd. and to the crew and unions representing the crew of the S. S. Capillo at the time the articles were signed on October 11, 1941. Since August 13, 1941, American Mail Line Ltd. had used the rider quoted in paragraph II above as a standard form of rider on vessels leaving the Columbia River. The rider had been prepared and presented to it by the unions representing the crew. The rider was designed to incorporate by reference the provisions

of applicable supplementary agreements negotiated between the Pacific American Shipowners' Association on the one hand and the six maritime unions on the other. On account of the number of unions involved and the time necessarily involved in negotiations and the rapidly changing development in the international affairs, it was impracticable for the vessel and the parties involved to execute articles intelligently without incorporating much that was thereafter to be finally arranged between the negotiators.

XI.

Shortly after the attack on Pearl Harbor, on December 17-19, 1941, American Mail Line Ltd., through Pacific American Shipowners' Association, became a party to the "Statement of Principles" drawn up in Washington at a joint meeting of all maritime employers and unions. These six maritime unions of the Pacific Coast, including the unions representing the libelants in this action, likewise became a party to this "Statement of Principles". By the terms of the Statement the parties delegated to a board to be appointed by the President full powers to fix and settle all questions of bonus and other war compensation.

Thereafter the Board, from time to time, issued decisions on the subject prescribing a national uniform pattern for the vessels of the American Merchant Marine raising, by Decision No. 2, dated January 10, 1942, the rate of bonus for libelants as of December 7, 1941, from \$80.00, fixed in the October

supplementary agreements, to \$100.00 per month. Thereafter the Board, by Decision No. 5, Revised, dated February 21, 1942, likewise prescribed compensation to be allowed families of interned seamen and compensation to be paid to seamen shipwrecked or interned by war causes. Such compensation included wages and emergency wages until repatriated to a Continental United States port, bonus during the repatriation voyage, loss of effects \$150.00 and port bonus \$125.00. By the terms of the rider to the articles the decisions and rulings of the National War Emergency Board became applicable to the parties here involved and they are bound thereby.

XII.

Respondent has paid libelants bonus at the rate of \$80.00 per month from December 7, 1941 to December 29, 1941. This should be increased to \$100.00 a month for this period, allowing libelants each \$14.67 additional bonus before the vessel was destroyed and the crew went ashore. Libelants were repatriated to the Port of New York on the M/S Gripsholm, a vessel operating under international protection. It is stated by respondent that the repatriation voyage consumed 82 days and that war bonus has been allowed by the National War Emergency Board to other repatriates on the same vessel under similar circumstances at the rate of \$100.00 per month. Libelants do not deny this, although they do not admit respondent's liability is limited to such repatriation voyage. Libelants are entitled to war bonus at such \$100.00 rate for the repatria-

tion voyage totaling \$273.33 each. Respondent's obligation to repatriate libelants ceased with their landing at the Port of New York and no wages or transportation are due to the libelants from that port to the Pacific Coast.

Done in open court this 13th day of April, 1945.

JOHN C. BOWEN,

District Judge.

From the above Findings of Fact the Court makes the following

CONCLUSIONS OF LAW

I.

Libelants should each recover from respondent the sum of \$288.00 representing increased war bonus from December 7, 1941 to December 29, 1941, and during the repatriation voyage.

II.

Libelants' claim for war bonus during the period of libelants' internment ashore should be denied.

III.

Libelants' claim for wages and transportation from the Port of New York to the Pacific Coast should be denied.

IV.

No costs should be allowed to either party.

Done in open court this 13th day of April, 1945.

JOHN C. BOWEN,

District Court Judge.

Libelants except to all of the foregoing and their exceptions are allowed.

JOHN C. BOWEN,
District Judge.

In the District Court of the United States for the
Western District of Washington,
Northern Division

In Admiralty

No. 14,625

EDWARD J. STEEVES, HUGO CALGAN,
WILLIAM A. PORTER and SAMUEL S.
TAYLOR,

Libelants,

vs.

AMERICAN MAIL LINE LTD., a corporation,
Respondent.

DECREE

The above case having duly come on for hearing upon the merits before the above entitled court on April 4th and 5th, 1945, and the matter having been duly heard and the court having heard argument of counsel and the case having been submitted, and the court having entered its Findings of Fact and Conclusions of Law, now, therefore, it is

Ordered, Adjudged and Decreed that the libelants and each of them are hereby awarded judg-

ment against the respondent in the sum of \$288.00, or a total sum of \$1152.00; it is further

Ordered, Adjudged and Decreed that libelants' other claims against respondent be and the same are hereby denied, and it is further

Ordered, Adjudged and Decreed that no costs are allowed to either party.

To all of which the libelants duly except, and their exception is allowed.

Done in open court this 13th day of April, 1945.

JOHN C. BOWEN

District Judge.

[Title of District Court and Cause.]

LIBELANTS' PETITION FOR APPEAL

Libelants, being aggrieved by the decree, rulings, and findings of the United States District Court therein, claim an appeal from said decree, rulings, and findings, and pray that their said appeal may be allowed.

EDWARD J. STEEVES,

HUGO CALGAN,

WILLIAM A. PORTER,

SAMUEL S. TAYLOR,

Libelants.

By SAM L. LEVINSON,

Their Proctor.

ORDER ALLOWING APPEAL

The within appeal is hereby allowed.

Done in open court this 15th day of June, 1945.

JOHN C. BOWEN,

Judge.

Presented by:

SAM L. LEVINSON,

Proctor for Libelants.

[Endorsed]: Filed June 15, 1945.

[Title of District Court and Cause.]

COST BOND ON APPEAL

Know All Men by These Presents:

That the Continental Casualty Company, a surety company organized and existing under and by virtue of the laws of the State of Indiana, and authorized to do business and doing business in every state of the United States and the District of Columbia, is held and firmly bound to the American Mail Line, Ltd., a corporation, in the sum of Two Hundred and Fifty and no/100 Dollars (\$250.00), to be paid to the said American Mail Line, Ltd., a corporation, for the payment of which, well and truly to be made, it binds itself firmly by these presents.

Signed and Sealed at Seattle, Washington, this 15th day of June, 1945.

[Seal]

CONTINENTAL CASUALTY
COMPANY

By GRANT B. MEYERS,
Attorney-in-Fact.

The terms and conditions of this bond are such that

Whereas, Edward J. Steeves, Hugo Calgan, William A. Porter and Samuel S. Taylor, as appellants, have prosecuted an appeal to the United States Circuit Court of Appeals for the Ninth Circuit from a decree of the United States District Court, Western District of Washington, Northern Division, bearing date the 13th day of April, 1945, in a suit wherein Edward J. Steeves, Hugo Calgan, William A. Porter and Samuel S. Taylor are appellants and the American Mail Line, Ltd., a corporation, is respondent.

Now, Therefore, the condition of this obligation is such that if the above named appellants, Edward J. Steeves, Hugo Calgan, William A. Porter and Samuel S. Taylor shall prosecute said appeal with effect, and shall pay all costs which may be awarded against them if such appeal is not sustained, then this obligation shall be null and void; otherwise to remain in full force and effect.

[Seal] CONTINENTAL CASUALTY
COMPANY

By GRANT B. MEYERS,
Attorney-in-Fact.

Approved:

GROSSCUP, MORROW &
AMBLER

By BEN C. GROSSCUP,
Proctor for Respondent.

Approved:

JOHN C. BOWEN,

United States District Judge.

[Endorsed]: Filed June 15, 1945.

[Title of District Court and Cause.]

ASSIGNMENTS OF ERROR

The appellants, Edward J. Steeves, Hugo Calgan, William A. Porter and Samuel S. Taylor, hereby assign as error in the proceedings, decree, orders and decision of the District Court in the above entitled action, as follows:

(1) The District Court erred in entering Finding of Fact III upon the grounds that such finding is immaterial and irrelevant to the issue, and there was no competent evidence to support said finding.

(2) The District Court erred in entering Finding of Fact IV on the grounds that said finding is immaterial and irrelevant, and there is no competent evidence to support said finding.

(3) The District Court erred in entering Finding of Fact V upon the grounds that such finding is immaterial and irrelevant to the issue, and that there is no competent evidence to support said finding.

(4) The District Court erred in entering Finding of Fact VI, on the grounds that said finding is immaterial and irrelevant.

(5) The District Court erred in entering Finding of Fact VII, on the grounds that said finding is immaterial and irrelevant.

(6) The District Court erred in entering Finding of Fact VIII, on the grounds that said finding is immaterial and irrelevant.

(7) The District Court erred in entering Finding of Fact IX, except that portion of said Finding of Fact which states that supplementary agreements were entered into between the Pacific American Shipowners' Association and the Pacific Coast Marine Firemen, Oilers, Watertenders and Wipers Association and the Marine Cooks and Stewards Association, dated October 9, 1941, and October 10, 1941, respectively, on the grounds that said finding is immaterial and irrelevant, and not supported by competent evidence.

(8) The District Court erred in entering Finding of Fact X, upon the grounds that the same is immaterial and irrelevant, and that said finding is not supported by competent evidence.

(9) The District Court erred in entering Finding of Fact XI, upon the grounds that the same was immaterial and irrelevant, and that said finding is not supported by competent evidence.

(10) The District Court erred in entering Finding of Fact XII, except that portion of said finding which states that the respondent has paid libelants bonus at the rate of \$80.00 per month from December 7, 1941, to December 29, 1941, upon the grounds that said finding is immaterial and irrelevant and not supported by competent evidence, and contains an erroneous determination of the amount due the libelants.

(11) The District Court erred in entering Conclusions of Law I, II and III.

(12) The District Court erred in entering the Decree awarding each of the libelants the sum of \$288.00.

(13) The District Court erred in failing to enter a decree in favor of the libelant Steeves in the sum of \$2083.67, together with interest thereon at the legal rate from December 7, 1943, in failing to enter a decree in favor of the libelant Calgan in the sum of \$2083.67, together with interest thereon at the legal rate from December 7, 1943, in failing to enter a decree in favor of the libelant Porter in the sum of \$2083.67, together with interest thereon at the legal rate from December 7, 1943, and in failing to enter a decree in favor of the libelant Taylor in the sum of \$2083.67, together with interest thereon at the legal rate from December 7, 1943, and costs in favor of the libelants.

(14) The District Court erred in admitting in evidence respondent's Exhibit "K" over libelants' objection that the same was immaterial and irrelevant. Libelants' objection was overruled, and exception allowed.

This exhibit was a document entitled "Statement of Principles", and was adopted at a conference of representatives of steamship companies and maritime unions held in Washington, D. C., December 19, 1941. This exhibit, in substance, provided that it was desirable and necessary that a uniform basis of war bonus and insurance covering the entire maritime industry be reached; that maritime labor give its assurance to the United States Government that they will not strike during the period of war;

and steamship companies agree there will be no lock-out; that the utilization of collective bargaining will not be impaired by reason of any act of the conference; that all agreements and obligations arising out of collective bargaining will not be violated; to provide machinery for the settlement of disputes without interruption of service or stoppage of work during the period of war, and to insure application of the maximum war effort; providing for the creation of a proposed maritime war emergency board with the powers set forth in Exhibit "A" attached to said exhibit. Exhibit "A" attached provides that the unions and the vessel operators, having pledged themselves to co-operate in the war effort, it is of importance that means shall be established to insure that questions that may arise which are likely to interrupt the war effort, shall be settled promptly.

Under present conditions, in order to afford a procedure for settling questions relating to war risk compensation and insurance it is proposed there shall be established a board to be known as the Maritime War Emergency Board, which shall consist of three members named by the President. Disputed questions of war risk compensation shall be referred to the Board, and upon notice and hearing, its decision shall be final. Advisory committees of steamship operators and unions are set up. Pursuant to this agreement, on December 19, 1941, President Roosevelt appointed John R. Steelman, Edward Macauley and Frank P. Graham to constitute the Maritime War Emergency Board.

(15) The District Court erred in admitting in evidence respondent's Exhibit "A-5" over libelants' objection that the same was immaterial and irrelevant. Libelants' objection was overruled and exception allowed.

Respondent's Exhibit "A-5" was a document dated October 10, 1941, being a supplementary agreement between the Master, Mates and Pilots Association, West Coast Local 90 (representing licensed deck officers), and the Pacific Shipowners Association. This agreement designated the war areas and provided for payment to members of the Masters, Mates and Pilots Union of war bonus, at designated rates, and for the payment of bonus during such time as the members of the union were in the war zone. None of libelants were members of this union.

(16) The District Court erred in admitting in evidence respondent's Exhibit "A-6" over libelants' objection that the same was immaterial and irrelevant. Libelants' objection was overruled and exception allowed.

Respondent's Exhibit "A-6" was a document dated October 15, 1941, being a supplementary agreement between the Marine Engineers Beneficial Association (the union representing the licensed engineer officers), and the Pacific Shipowners Association. This agreement designated the war areas and provided for the payment of the war bonus, at designated rates, and for the payment of bonus during such time as the members of the Association were in the war zone. None of the libelants were members of this Association.

(17) The District Court erred in admitting in evidence respondent's Exhibit "A-7" over libelants' objection that the same was immaterial and irrelevant. Libelants' objection was overruled and exception allowed.

Respondent's Exhibit "A-17" was a document dated October 16, 1941, being a supplementary agreement between the American Communications Association representing the radio operators and the Pacific Shipowners Association. This agreement designated the war areas and provided for the payment of the war bonus, at designated rates, and for the payment of bonus during such time as the members of the Association were in the war zone. None of libelants were members of this association.

(18) The District Court erred in admitting in evidence respondent's Exhibit "A-8" over libelants' objection that the same was immaterial and irrelevant. Libelants' objection was overruled and exception allowed.

Respondent's Exhibit "A-8" was a document dated October 9, 1941, being a supplementary agreement between the Sailors' Union of the Pacific and the Pacific Shipowners' Association. This agreement designated the war areas and provided for the payment of war bonus, at designated rates, and for the payment of bonus during such time as the members of the S. U. P. were in the war zone. None of the libelants were members of the S. U. P.

(19) The District Court erred in admitting respondent's Exhibit "A-10" over libelants' objection that it was immaterial and irrelevant. Libel-

ants' objection was overruled, and exception allowed.

Respondent's Exhibit "A-10" was a copy of Decision No. 2 of the Maritime War Emergency Board, dated January 10, 1942, containing classification of bonus areas and the rate of bonus. Six classifications were established with appropriate bonus rates, and also providing for the payment of certain port bonuses. Nothing in this exhibit relates to the payment of bonus during internment.

(20) The District Court erred in admitting respondent's Exhibit "A-11" over libelants' objection that it was immaterial and irrelevant, which objection was overruled, and exception allowed.

This exhibit is Decision No. 5 Revised of the Maritime War Emergency Board, dated February 1, 1942, requesting that all persons in possession of the previous Decision No. 5, and the supplements hereinafter referred to as Respondent's Exhibit "A-12", destroy the same, and this revised Decision No. 5 sets forth the new procedure whereby the owner or operator of the vessel shall pay the dependents of seamen during internment the amounts which have been allotted to said dependents. This Revised Decision No. 5 provides that it is retroactive to December 7, 1941, in all cases where there was no agreement with respect to the payments provided for or contained in the ship's articles entered into on or before February 21, 1942, with respect to payment of bonus during internment, or where the making of such payments was expressly left open subject to a later agreement either in the

ship's articles or collective bargaining. This decision substantially follows Exhibit "A-12" in that it sets for the procedure of payment of wages to either the members of the crew or their dependents during the period of internment, and provides similarly that war bonus shall continue from the time of the loss of the vessel until the seaman arrives at the port where he is no longer exposed to marine perils, and is subject to the retro-active provisions hereinabove set forth.

(21) The District Court erred in admitting respondent's Exhibit "A-12", to which libelants objected on the ground that the same was immaterial and irrelevant, which objection was overruled, and exception allowed.

Exhibit "A-12" was denominated Maritime War Emergency Board Decision No. 5, and supplements. This exhibit sets forth the procedure whereby an owner or operator of a vessel, sunk by enemy action, shall pay to the seaman, or his dependents, wages and allotments during internment of the seaman. It defines certain classes of dependents which shall receive such allotment in the event no allotment has been made by the seaman. Supplement dated February 6, 1942, provides that the Decision shall be retro-active to December 7, 1941, and further provides that the seaman shall have the right to agree with the ship owner that such seaman shall be paid wages during the period of internment, through the medium of the American Red Cross, or other governmental agency. Amendment to Decision No. 5, also part of this exhibit, dated Febru-

ary 17, 1942, re-states that Decision No. 5 clearly covers vessels in the American Merchant Marine which are sunk or damaged by enemy action, or the destruction of such vessel by any of the United Nations. This amendment sets forth that the Board has given consideration to the continuance of bonus in case of destruction of the vessel, which subject was not covered by Decision No. 5, and adds a number of articles to Decision No. 5, designating the same as Article No. 6, and providing that where such vessel is lost as the result of enemy action, the war bonus shall continue at the rate which prevailed immediately before loss until the seaman arrives at a port where he is no longer exposed to marine perils. This further provides, however, that the provision of the supplement to Decision No. 5 providing that the terms of the decision shall be retroactive to December 7, 1941, shall be applicable only where there was no agreement with respect to the making of payments provided for or contained in the ship's articles entered into on or before January 10, 1942.

(22) The District Court erred in admitting in evidence respondent's Exhibit "B", Mullins' Deposition over objection that it was immaterial and irrelevant. Libelants' objection was overruled, and exception allowed.

Exhibit "A", Mullins Deposition, was a written proposal by the Masters, Mates and Pilots Association and the Marine Engineers' Beneficial Association; submitted to a conference called by the United States Maritime Commission and the Department

of Labor in July and August, 1941, between the American Merchant Marine Institute, representing the Atlantic coast vessels, and the Pacific-American Shipowners' Association, representing the Pacific coast vessels, and the two unions above referred to. This proposal set forth their demands for bonus in various war areas and the proposed war risk insurance policies covering their members.

(23) The District Court erred in admitting in evidence respondent's Exhibit "B", Mullins' Deposition, over libelants' objection that it was immaterial and irrelevant. Libelants' objection was overruled, and exception allowed.

This exhibit was the agreement entered into on August 16, 1941, between the Marine Engineers' Beneficial Association and the Masters, Mates and Pilots Association and the American Merchant Marine Institute and the Pacific American Shipowners' Association covering the proposed bonuses and wages for the war risk areas defined therein. This exhibit also included a copy of a letter from Admiral Land to Mr. Frank J. Taylor, President of the American Merchant Marine Institute, dated July 22, 1941, calling a conference. The exhibit further included the opening remarks by Admiral Macauley to the members of the conference at the time of their meeting on August 12, 1941, and a request by them to further the war effort.

(24) The District Court erred in admitting Exhibit "C", Mullins' Deposition, over libelants' objection that it was immaterial and irrelevant. This objection was overruled, and exception allowed.

This exhibit was a form letter from the Secretary of the American Merchant Marine Institute, dated August 18, 1941, addressed to its members, advising them of the result of the meetings with the Masters, Mates and Pilots and Marine Engineers, and the negotiations and agreements entered into between them.

(25) The District Court erred in admitting Exhibit "D", Mullins' Deposition, over libelants' objection that it was immaterial and irrelevant. Libelants' objection was overruled, and exception allowed.

This exhibit is a copy of the decision of the National Defense Mediation Board Decision No. 80 of hearings held on September 29th and October 1st, 2nd, 3rd and 4th, 1941, in which the American Merchant Marine Institute, Pacific American Shipowners Association, Waterman Steamship Corporation, parties on the one side, and the Seafarers' International Union of N. A. and the Sailors' Union of the Pacific were opposing parties. This resulted in certain recommendations by the Board, which, in substance, were as follows: That the crews of American vessels perform an essential role in the national war effort, and that a number of named shipping companies are associated in the American Merchant Marine Institute and the West Coast companies are associated in the Pacific American Shipowners' Association, and the Waterman Steamship Company is not affiliated with either group; that the unlicensed personnel are represented by the S. I. U. and the S. U. P.; that collec-

ve bargaining relationships have been established
y most owners and one or another of the unions,
nd for the negotiation of general contract the
arties have worked out among themselves appro-
riate methods. However, a special problem arises
om the risk run by men who go to sea in time of
ar, and it was with this problem that the recom-
endations are concerned. To cover the bonus
hich would be fair under present conditions and
rovide machinery for equitable future bonus, if
onditions change, the National Defense Mediation
oard recommends, until changed, bonus rules
ased on five war risk areas as defined therein, with
urther provision that able-bodied seamen shall be
aid a bonus of \$80.00 per month in the first four
reas and \$33.00 a month in the fifth area. The
urth area covers the trans-Pacific route. Provi-
on is also made for port attack bonuses. The
oard further recommends the following machinery
r making equitable future adjustment: Any sig-
atory may ask for a change, such request to be
ade in writing to the other party for whom change
sought, and if an agreement is not reached within
e week, the matter be referred to the United
ates Department of Labor, Division of Concilia-
on; if not then determined, it may be referred to
Board composed of three members appointed by
e President, and such Board shall have power to
ake recommendations. It further provides that
e recommendations relating to the bonus areas
all be effective to November 1, 1942, and that an
endment to November 1, 1943, and during this

period there shall be no strike. It is further set forth that nothing in these recommendations shall be interpreted to reduce benefits now existing under collective bargaining contracts, and all the recommendations shall become effective on ships that sail after August 16, 1941, or any earlier effective date set by special rider. If any dispute arise as to the interpretation or recommendations and the parties cannot adjust that dispute by collective bargaining, either party may avail themselves of the arbitration conciliation provisions provided in the recommendations.

(26) The District Court erred in admitting Exhibit "E", Mullins' Deposition, over libelants' objection that it was immaterial and irrelevant. Libelants' objection was overruled, and exception allowed.

This exhibit is a blank form of supplementary agreement between the National Maritime Union and the name of the company left in blank, bearing date November 6, 1941, which set forth the bonus areas and the rates of bonus.

(27) The District Court erred in admitting Exhibit "F", Mullins' Deposition, over libelants' objection that it was immaterial and irrelevant. Libelants' objection was overruled, and exception allowed.

This exhibit is a supplementary agreement in blank between the National Maritime Union and unnamed companies, bearing date December 12, 1941, concerning bonus areas and bonus rates.

(28) The District Court erred in admitting

Respondent's Bryan Deposition-Exhibits "A", "B" and "D" over libelants' objection that the same was immaterial and irrelevant. Libelants' objection was overruled, and exception allowed.

Bryan Deposition-Exhibits "A", "B" and "D" are the same documents heretofore referred to as Mullins' Deposition-Exhibits "A", "B" and "D", respectively.

(29) The District Court erred in admitting in evidence Bryan Deposition-Exhibit "G" over libelants' objection that it was immaterial and irrelevant. Libelants' objection was overruled and exception allowed.

This exhibit was the written counter-proposal, dated August 12, 1941, made by the Pacific American Shipowners' Association and American Merchant Marine Institute to the demands of the two unions representing the licensed personnel, which negotiations and conference resulted in a contract heretofore referred to as Respondent's Exhibit "B". These proposals defined the various war risk areas and the bonuses to be paid, and provided for a \$5000.00 war risk insurance for loss of life. This proposal suggested the payment of wages during the period of internment until the officer arrives at a Continental United States port.

(30) The District Court erred in admitting in evidence Bryan Deposition-Exhibit "H" over libelants' objection that it was immaterial and irrelevant. Libelants' objection was overruled, and exception allowed.

Bryan Deposition-Exhibit "H" was the war

bonus proposal of the Pacific Coast Marine Firemen, Watertenders and Oilers' Association, dated September 15, 1941, setting forth proposed war bonus areas and the rates to be paid in those areas, requesting war risk insurance, and requesting payment of wages and bonuses in the event of internment until the men arrived at a continental United States port. Requests were also made for insurance on personal effects and for certain meal benefits while awaiting transportation.

(31) The District Court erred in admitting in evidence Bryan Deposition-Exhibit "I" over libelants' objection that it was immaterial and irrelevant. Libelants' objection was overruled, and exception allowed.

This exhibit is a copy of a letter from the Sailors' Union of the Pacific, dated September 10, 1941, directed to the Pacific American Shipowners' Association, setting forth their reasons for a proposed amendment to the current war bonus provisions and submitting certain bonus demands covering particular areas, including a request for the payment of bonus until the member of the union is returned to a home port, and also requesting certain war risk insurance on personnel and property of personnel, as well as increased wages by reason of carrying war cargo.

(32) The District Court erred in admitting in evidence Bryan Deposition-Exhibit "J" over libelants' objection that it was immaterial and irrelevant. Libelants' objection was overruled, and exception allowed.

This exhibit is a letter from the Marine Engineers' Beneficial Association, dated October 24, 1941, directed to the American Merchant Marine Institute, calling attention to certain differences in the bonus provisions in the agreements entered into on the Atlantic Coast between the Marine Engineers' Beneficial Association and the American Merchant Marine Institute and the Pacific American Shipowners' Association on the Pacific Coast.

(33) The District Court erred in admitting the testimony of the witness Mullins by deposition over libelants' objection that the same was immaterial and irrelevant. Libelants' objection was overruled, to which libelants excepted, and exception allowed.

The witness Mullins testified that he was secretary of the American Merchant Marine Institute, which is composed of vessel operators of the Atlantic Coast, and that as such he participated in and identified the documents hereinabove referred to in connection with the negotiations conducted between the American Merchant Marine Institute and the National Maritime Union, such negotiations taking place prior to the execution of the shipping articles and rider under which the libelants were employed. The witness also identified and testified concerning the letters written by the American Merchant Marine Institute to its members advising them of the result of the negotiations. He identified National War Labor Mediation Board Decision No. 80, and testified concerning the hearings.

(34) The District Court erred in admitting in evidence the testimony of the witness J. B. Bryan

by deposition over libelants' objection that the same was immaterial and irrelevant. Libelants' objection was overruled, and exception allowed.

The witness Bryan testified that the Pacific American Shipowners' Association, formed in 1936, acted in labor relations matters between its members and seafaring unions; that commencing in 1939, collective bargaining agreements contained special settlement of war bonus; that because of confusion arising between separate agreements entered into by the various companies following a series of conferences held in Washington, D. C., a uniform agreement with the unions representing the licensed personnel was entered into. Bryan participated in these negotiations, which were preceded by written demands made by these two unions, which he identified and which were admitted as above set forth. He also identified the same documents testified to by William Mullins in his deposition. He identified the written demands made by the Radio Operators Association, and demands made by the Sailors' Union of the Pacific dated September 16, 1941. He testified concerning the hearing in Case No. 80 before the National Defense Mediation Board covering the general subject matter of war risk and war bonus, which hearing was held in October, 1941, and which resulted in certain written recommendations by the Board. He identified the dates upon which supplementary agreements were entered into between the Pacific Shipowners' Association and the six unions representing sea-going personnel, and testified concerning com-

munications between the Pacific Shipowners' Association and the American Merchant Marine Institute about the possible differences in the language of the contracts, and identified a letter dated October 24, 1941, referred to in Bryan Deposition-Exhibit "J" concerning such differences.

EDWARD J. STEEVES,
HUGO CALGAN,
WILLIAM A. PORTER,
SAMUEL S. TAYLOR,

Appellants,

By SAM L. LEVINSON,
Their Proctor.

[Endorsed]: Filed June 15, 1945.

[Title of District Court and Cause.]

ORDER DIRECTING THE TRANSMISSION
OF ORIGINAL EXHIBITS

This Matter having come on for hearing upon motion of the libelants,

It is hereby Ordered that Respondent's Exhibits "A-1", "A-2" and "A-13" be transmitted in their original form to the Circuit Court of Appeals for the Ninth Circuit.

Done in Open Court this 18th day of June, 1945.

JOHN C. BOWEN,

Judge.

Presented by:

SAM L. LESINSON,

Proctor for Libelants.

Approved:

GROSSCUP, MORROW &
AMBLER

Proctor for Respondent.

[Title of District Court and Cause.]

DESIGNATION OF RESPONDENT OF
PARTS OF APOSTLES ON APPEAL AND
PRAECIPE

To Sam L. Levinson, Northern Life Tower, Seattle,
Proctor for Libelants, and

To Millard P. Thomas, Clerk of the United States
States District Court for the Western District
of Washington, Northern Division:

Respondent hereby designates and requests that
the record on appeal in the above entitled case shall
include:

(1) Libel in personam.

(2) Exceptions to libel in personam with at-
tached exceptive allegations, omitting the verifica-
tion thereof, and omitting the three documents at-
tached to the exceptive allegations which are al-

ready a part of the apostles as Exhibits in the cause numbered "K", "A-10" and "A-11", respectively.

(3) Order on exceptions to libel in personam.

GROSSCUP, MORROW &

AMBLER

JOHN AMBLER

Proctors for Respondent.

[Title of District Court and Cause.]

STIPULATION RE CONTENTS OF THE EXHIBITS AND PORTIONS OF THE TESTIMONY TO BE INCLUDED IN THE APOSTLES ON APPEAL

It Is Hereby Stipulated by and between the parties hereto, through their respective undersigned proctors of record, that the following portions of the exhibits and testimony may be omitted from the Apostles on Appeal:

1. Omit from respondent's Exhibit A-3, the title page, all of paragraph 2 on page 3, all of page 4, all of page 5, and all of page 6, excepting, however, the two signatures indicated and the date, and omit all schedules attached.

2. Omit from Respondent's Exhibit A-4, the title page and all schedules attached to said exhibit.

3. Omit from Respondent's Exhibit A-5, the title page and all signatures, except the signatures of J. B. Bryan and C. F. May, and omit all schedules attached to said exhibit.

4. Omit from Respondent's Exhibit A-6 the title page and all portions of said exhibit, excepting the date and designation of parties, being the first paragraph of page 1 of said exhibit, and the signatures of Pacific-American Shipowners, J. B. Bryan, Marine Engineers' Beneficial Association, R. Merriwether, on page 6 of said exhibit.

5. Omit from Respondent's Exhibit A-7 the title page and all portions of said exhibit, excepting the date and designation of the parties and the first "whereas" paragraph on page 1, and the signatures of Pacific-American Shipowners, J. B. Bryan, and American Communications Association, Marine Division, George F. B. King and P. A. T. Hendricks on page 6.

6. Omit from Respondent's Exhibit A-8, the title page, all of page 2 except paragraph 1(b) on said page, and omit all of pages 3, 4, 5 and 6, excepting the date and signatures of the Pacific-American Shipowners, J. B. Bryan, and Sailors' Union of the Pacific, Harry Lundeborg, appearing on page 6. The omitted portions being a duplication of the corresponding portions of the contracts covering unlicensed and licensed personnel respectively.

7. Omit from the Transcript of Proceedings, beginning with the word "could" on line 27, page 11, through line 15 on page 14.

8. Omit from the Transcript of Proceedings lines 10 to 30, inclusive, page 16.

9. Omit from the Transcript of Proceedings lines 1 to 6, inclusive, page 17.

10. Omit from the Transcript of Proceedings lines 21, page 21, through line 16, page 22.

11. Omit from the Transcript of Proceedings lines 10 to 20, inclusive, page 23.

12. Omit from the Transcript of Proceedings lines 1 to 24, inclusive, page 32.

13. Omit from the Transcript of Proceedings all of page 43.

14. Omit from the Transcript of Proceedings lines 1 to 12, inclusive, page 44.

15. Omit all of the testimony beginning on line 5, page 49, through line 16, page 61, of the Transcript of Proceedings, inserting in lieu thereof the summary set out in the transcript.

16. Omit from the Transcript of Proceedings all testimony beginning on line 2, page 62, through line 14, page 65, and inserting in lieu thereof the summary set out in the transcript.

17. Omit from the Transcript of Proceedings all of pages 66, 67 and through line 19 on page 68, and inserting in lieu thereof the summary as set out in the transcript.

18. Omit from the Transcript of Proceedings line 9, page 92, through line 25, page 115, and inserting in lieu thereof the summary set out in the transcript.

Dated at Seattle, Washington, this 3rd day of June, 1945.

SAM L. LEVINSON

Proctor for Libelants.

GROSSCUP, MORROW &

AMBLER

Proctors for Respondent

It is further stipulated that all formal portions of pleadings, including headings, verifications, certificates, and file marks, may be omitted by the Clerk.

GROSSCUP, MORROW &
AMBLER

Proctors for Respondent.
SAM L. LEVINSON

[Title of District Court and Cause:]

PRAECIPE FOR APOSTLES ON APPEAL

To: Millard P. Thomas, Clerk of the United States
District Court for the Western District of
Washington, Northern Division.

Libelants hereby request that the Record on Appeal in the above entitled case shall include:

- (1) Amended libel in personam.
- (2) Answer to amended libel in personam.
- (3) Court's oral opinion rendered at the close of the hearing.
- (4) Findings of Fact and Conclusions of Law.
- (5) Decree.
- (6) Petition for appeal.
- (7) Appeal bond.
- (8) Assignment of error.
- (9) Citation on appeal.
- (10) Stipulation of proctors (pp. 2, 3 and 4, Transcript of Proceedings.)
- (11) Testimony of A. R. Lintner, and W. L. Williams.

(12) Depositions of William G. Mullins and J. B. Bryan.

(13) The following respondent's exhibits: "K", "A-1", "A-2", "A-3", "A-4", "A-5", "A-6", "A-7", "A-8", "A-9", "A-10", "A-11", and "A-12", "A-13", Mullins Deposition Exhibits "A", "B", "C", "D", "E" and "F". Bryan Deposition Exhibits "G", "H", "I", and "J".

SAM L. LEVINSON

Proctor for Appellants.

[Title of District Court and Cause.]

CITATION ON APPEAL

To: American Mail Line, Ltd., a corporation; and

To: Messrs. Grosscup, Morrow & Ambler, its proctors:

Whereas, Edward J. Steeves, Hugo Calgan, William A. Porter and Samuel S. Taylor have lately appealed to the United States Circuit Court of Appeals for the Ninth Circuit from the entry of the decree denying recovery as prayed for in libelants' amended libel, which decree was entered in the District Court of the United States for the Western District of Washington, Northern Division, on the 13th day of April, 1945;

You are, therefore, hereby cited to appear before the said United States Circuit Court of Appeals for the Ninth Circuit, to be held in the City of San Francisco, State of California, at the next term of court on the 25th day of July, 1945, to do and re-

ceive what may appertain to justice to be done in the premises.

Given under my hand in the City of Seattle, State of Washington, in the Ninth Circuit, on the 15th day of June, 1945.

JOHN C. BOWEN

Judge.

[Endorsed]: Filed June 15, 1945.

[Title of District Court and Cause.]

CERTIFICATE OF CLERK TO APOSTLES
ON APPEAL

United States of America,
Western District of Washington—ss.

I, Millard P. Thomas, Clerk of the United States District Court for the Western District of Washington, do hereby certify that the foregoing type-written transcript of record, consisting of pages numbered 1 to 207, inclusive, is a full, true and complete copy of so much of the record, papers and other proceedings in the above and foregoing entitled cause as is required by Praecipes and Stipulation of counsel filed and shown herein, as the same remain of record and on file in the office of the Clerk of said District Court at Seattle and that the same together with the Reporter's Transcript of Testimony, the original of which is sent up as part of this record, constitute the apostles on appeal from the Decree of said United States District

Court for the Western District of Washington to the United States Circuit Court of Appeals for the Ninth Circuit, dated April 13, 1945.

I further certify that the following is a true and correct statement of all expenses, costs, fees and charges incurred in my office for making record, certificate or return to the United States Circuit Court of Appeals for the Ninth Circuit, to-wit:

Clerk's fees (Act February 11, 1925) for making record, certificate or return

514 folios at 05c.....\$25.70

Appeal fee (Section 5 of Act)..... 5.00

Certificate of Clerk to Apostles on

Appeal50

Certificate of Clerk to Original Exhibits .50

Total.....\$31.70

I further certify that the above amount has been paid to me by the proctor for the Appellant.

In Witness Whereof I have hereunto set my hand and affixed the official seal of said District Court at Seattle, in said District, this 13th day of July, 1945.

[Seal]

MILLARD P. THOMAS,

Clerk.

By TRUMAN EGGER

Chief Deputy.

In the District Court of the United States for the
Western District of Washington
Northern Division

In Admiralty No. 14625.

EDWARD J. STEEVES, HUGO CALGAN,
WILLIAM A. PORTER, AND SAMUEL S.
TAYLOR,

Libelants,

vs.

AMERICAN MAIL LINE, a corporation,
Respondent.

TRANSCRIPT OF PROCEEDINGS AT TRIAL

Be It Remembered, that heretofore and on to-wit
April 5, 1945, at the hour of 9:30 a. m., the above
entitled matter came regularly on for trial before
the Hon. John C. Bowen, United States District
Judge;

Libelants appearing by Sam L. Levinson, Esq.,
their proctor;

Respondent appearing by John Ambler, Esq., its
proctor.

Whereupon, the following proceedings were had:

(Proctors for Libelants and Respondent
made their opening statements to the Court.)

The Court: Now, then, the Libelants, of course,
have the right to present the Libelants' proof. Do
you want to introduce a stipulation which will dis-
pense with your proof?

Mr. Levinson: May I, Counsel, indicate a stipulation, and I believe that will dispense with the proof as to the facts.

Mr. Ambler: It is stipulated that the Libelants were members of the crew of the *Capillo* in their respective positions: Two were oilers, one was a fireman, and one was a mess man.

It is stipulated that they signed articles on the vessel on or about October 11, 1941; that the vessel proceeded to Manila; that the vessel was destroyed by enemy action on or about December 29, 1941; that thereafter the Libelants were interned by the Japanese; that they were repatriated to the United States on the Motor Ship *Gripsholm*, arriving in New York on or about December 1, 1943.

It is further stipulated that if the Libelants are entitled to recover, each is entitled to bonus at the rate of \$80 per month. It is also agreed that the Libelants have been paid their wages and emergency increase during the entire period until their arrival in New York; that they have been paid overtime; that they have been paid an attack bonus as provided in the supplemental agreements.

It is also agreed that they were paid war bonus from the time the vessel crossed the 180th Meridian westbound, in accordance with the supplemental agreements in effect there, until the date when the vessel was sunk in Manila Harbor, December 29, 1941.

It is further agreed that the expenses of repatriation have been paid by the ship owner, but the

crew have not been paid any transportation from New York, the first Continental port in the United States, to the Pacific Coast; and it is also agreed that if they are entitled to that, the rate for that transportation would be \$125 apiece.

There will be a photostatic copy of the actual articles introduced in the case, and there is no dispute as to the fact that they were entered into by the respective parties.

Mr. Levinson: With such stipulation, your Honor, the Libelants rest.

The Court: What effect, if any, does this stipulation have upon the answer, the admissions and denials in the answer?

Mr. Levinson: None at all.

Mr. Ambler: They were admitted in the answer.

The Court: Pardon?

Mr. Ambler: The facts that I have stated were admitted in the answer.

The Court: Do you still insist upon all of the denials in the answer, notwithstanding any matters stated in the stipulation?

Mr. Ambler: No, your Honor. If there are any——

The Court: (Interrupting) Wait just a moment. Do you still insist upon all the denials in the answer, notwithstanding anything that is stated in the stipulation? Specifically, notwithstanding the stipulation, does the Respondent deny the right of the Libelants to recover any of these sums mentioned in the stipulation?

Mr. Ambler: That is correct. In other words, notwithstanding the statements that were made, the admissions, there is still a denial that the Libelants are entitled to recover in this case, for the reasons to be shown by Respondent's testimony.

The Court: Is there anything else on the part of the Libelants that is needed to be said before the Libelants rest?

Mr. Levinson: I know of nothing, your Honor.

The Court: And do the Libelants now rest?

Mr. Levinson: Libelants now rest.

(Libelants rest.)

The Court: The Respondent may now proceed.

Mr. Ambler: Mr. Lintner.

A. R. LINTNER,

called as a witness in behalf of the Respondent,
being first duly sworn, testified as follows:

Direct Examination

Br. Mr. Ambler:

Q. Your name is A. R. Lintner, (spelling)
L-i-n-t-n-e-r? A. That is right.

Q. And what is your present residence?

A. My home residence?

Q. Yes. A. 3441 Cascadia Avenue.

Q. Seattle? A. Seattle 44.

Q. And what is your present occupation?

A. I am presently vice-president and general manager of the American Mail Line.

(Testimony of A. R. Lintner.)

Q. How long have you been in that position?

A. Since April 1, 1940.

Q. That was immediately after the reorganization of this company? A. That is correct.

Q. What has been your experience in the shipping industry? How long have you been in it?

A. Well, I have been in it since——

Mr. Levinson: (Interrupting) Mr. Lintner is a well-experienced shipping man of many years.

Q. (By Mr. Ambler): Go ahead.

A. I have been actively connected with the steamship industry since about 1916, in various capacities, which involved seven years of foreign service in the steamship business, involved being the manager for the States Steamship Company and Pacific-Atlantic, which is a Portland, Oregon——

Q. (Interrupting) Your headquarters were in Portland then?

A. Yes, and that was a period from 1937 to 1940.

Q. Were you formerly District Director here for the old Shipping Board?

A. Yes, I was District Director in about 1924 to '28, I believe, somewhere in there.

Q. In your foreign service, where were you stationed? What part of the world?

A. I was located in the Orient, with headquarters at Kobe, Japan, but covered the entire Orient.

Q. Have you had any position with the War Shipping Administration?

(Testimony of A. R. Lintner.)

A. Yes, I was drafted, you might say, to be Pacific Coast Director for the War Shipping Administration in 1942, February, I believe, and acted in that capacity up until June, '43, when I was designated as Director for the North Pacific Area for the War Shipping Administration, with headquarters here in Seattle. I am still acting in that capacity.

Q. First, you were in entire charge of the operation of the War Shipping Administration for the Pacific Coast? A. That is correct.

Q. And then, at your request, you were relieved of that and came back to Seattle, is that correct?

A. Yes, that is right.

Q. And during your service with the War Shipping Administration you were loaned to them by the American Mail Line, serving without salary, is that correct? A. That is right, yes.

Q. Are you familiar with the Pacific American Ship Owners Association? A. Yes.

Q. What is the nature of that Association?

A. Well, it represents, I think, all of the steamship companies who have their main offices on the Pacific Coast, in their labor relations, labor negotiations with the Maritime Unions.

Q. How many Maritime Unions are there?

A. There are six.

Q. On the Pacific Coast?

A. On the Pacific Coast.

Q. Is American Mail Line, Ltd., a member of the Pacific American Ship Owners Association?

(Testimony of A. R. Lintner.)

A. Yes.

Q. Has it been a member for some years?

A. Yes, it has been a member for years.

Q. Does American Mail Line, Ltd., do any labor negotiating as an individual company?

A. No.

Q. All negotiations are conducted through the Association, is that it? A. That is correct.

Q. Are you familiar with the American Merchant Marine Institute?

A. Yes, I know that it is a parrallel institution representing the main operators or a majority of the operators on the Atlantic Coast in their labor relations.

Q. Does it perform similar functions on behalf of its members? A. Yes.

Q. Is American Mail Line a member of the American Merchant Marine Institute?

A. No.

Q. Would you explain briefly the mechanics of how the association negotiates these agreements; that is, the meetings and what ultimately comes of it.

A. Well, I don't know how to put it in words, but as labor situations develop—well, let me put it this way: The Pacific American Ship Owners Association is the bargaining agent and represents the steamship owners in their contacts and in the agreements reached with the labor unions. The mechanics of that is to have an organization which we call the Pacific American Ship Owners Asso-

(Testimony of A. R. Lintner.)

ciation, with a salaried head and a Board of Directors, and, as labor agreements are made or opened up, the Association undertakes to contact the Unions and sit in conference with them and arrive at some sort of an agreement.

Q. And as a result of that agreement in the past, have written contracts been made?

A. Yes.

Q. And those contracts are signed by whom?

A. They are signed by the various unions and the Pacific American Ship Owners Association as representing its members.

Q. Are you a director of the Pacific American Ship Owners Association? A. No.

Q. You have been in the past? A. Yes.

Q. Do you recall the situation which existed in the Pacific Coast in the early part of 1941 concerning the subject of war bonus?

A. Yes, I recall it rather distinctly. The world situation, we were all in difficulties; the world was at war, other than comparatively few nations, including ourselves. The sea-going personnel were uneasy about the risks involved, and naturally there was a great deal of confusion and there was considerable delay in sailing vessels while some basis of understanding was arrived at, or while we were trying to arrive at some understanding; and for the most part, the development was rather gradual, even as far back as 1938, or maybe it was '39, when there was some element of risk in even going

(Testimony of A. R. Lintner.)

to China and Japan, when Japan and China were at war. There were actual cases of where the Unions insisted upon certain compensation for the risk involved. At that time there was just an occasional steamship company involved, and therefore the Association as such didn't take an active part in those negotiations, but the individual company would tell the Association what it was doing.

Q. You are now speaking just of bonus?

A. Yes. I am speaking of bonus all the time, and I would say that was in 1937. Then, as Europe and a larger part of the world came into the war, the situation became more confused. Nobody knew exactly what they were doing. We all were trying to arrive at some sort of a basis, but the events were moving so rapidly on the Atlantic Coast and the Pacific Coast, and as between the different companies, that nobody was in a position to arrive at a definite figure or a settled amount, and the situation reached a point in 1941 where the United States Government, through the Maritime Commission and the Department of Labor, had to take a hand to stabilize it.

The Court: Now, I don't know what your purpose is in putting in the record facts concerning 1937. I will not deprive you of the opportunity if you consider it material.

Mr. Ambler: My next question, I think, will bring that out.

Q. (By Mr. Ambler) After those individual negotiations by individual companies on the subject

(Testimony of A. R. Lintner.)

of bonus, were there any industry-wide negotiations conducted on that? That is, did the Pacific American Ship Owners Association start taking a hand in bonus questions? A. Yes.

Q. Do you recall approximately when that was?

A. I would say that was in the spring of '41.

Q. And contracts were made at that time with Unions on an industry-wide basis, is that right?

A. That is right.

Mr. Levinson: I don't think you should lead him quite so much, Counsel. I object to that.

The Court: Avoid leading.

Q. (By Mr. Ambler): Will you state whether or not, in the spring of 1941 or before, the subject of bonus had been handled on an industry-wide basis, rather than on an individual company basis?

A. Yes, I am sure it was, because there was a specific overall agreement on various features of it in May 1941.

Q. You spoke of a meeting called in 1941 by the Maritime Commission and the Department of Labor on this subject. Do you recall where that was? Was that held on the Pacific Coast or on the Atlantic Coast?

A. I believe it was held in Washington, Washington or New York, in July 1941.

Q. And as a result of those meetings, were any contracts entered into by the parties?

A. If I recall correctly, two of the Marine-going organizations entered into contracts, and the balance of them did not.

(Testimony of A. R. Lintner.)

Q. Who were representing the employers at that time in those negotiations, do you recall?

A. The American Merchant Marine Institute was representing the Atlantic Coast operators, and the Pacific American Ship Owners Association was representing the Pacific operators.

Q. (By Mr. Ambler): Mr. Lintner, immediately following the attack on Pearl Harbor, will you state whether or not the negotiations between the associations and the unions were superseded by any other method of handling?

Mr. Levinson: I object to that on the ground that it is not material. The contract involved here was entered into in October, 1941. The date referred to is December, 1941. I will object until there is some showing of some authorization on the part of the parties to this contract to be bound by subsequent agreements. I haven't objected and I am willing to let things go in by the way of preliminary statements, but now we are on the direct issue.

Mr. Ambler: I wish to show at this time, your Honor, that in December 1941, that the negotiations between the Association and the various Unions on the subject of bonus,—not wages, but bonus—was suspended, and a Board was formed in Washington in December, 1941, which has already been the subject of discussion and is a matter of public knowledge. The proceedings of it are reported in the American Maritime Cases, and all the opera-

(Testimony of A. R. Lintner.)

tors in the United States, including the War Shipping Administration, are operating under its rules, so there is no secret and it is a matter of public record.

The Court: I believe that it is possible that the objection might go to the method of approach. I think one way of proper approach would be to ask him what, if anything, happened at or about a certain time concerning a certain subject.

Mr. Levinson: I will admit the existence of the Board. I am not denying that, Your Honor.

The Court: Well, I don't know enough of what Counsels attitude is. It might be that, under proper questioning, he might wish the record to show some facts concerning it. If so, he may have that privilege.

Mr. Ambler: May I have this marked Exhibit K.

(Whereupon, Statement of Principles was marked Respondent's Exhibit K for identification.)

Q. (By Mr. Ambler): Mr. Lintner, handing you for identification a document which has been marked Respondent's Exhibit K, will you state what that is?

Mr. Levinson: I have no objection to the form of the exhibit, Counsel, the fact that it is not certified and that it is merely a typewritten copy. I am not objecting to that. Counsel has informed me that this is a true copy, and my objection will not,

(Testimony of A. R. Lintner.)

therefore, go to the form. My objection goes to the materiality of the exhibit as such, although it is probably improper at this time until the witness states what it is.

A. This is a statement of principles as agreed upon between representatives of the Steamship Companies and representatives of the Maritime Unions, as a result of a meeting held in Washington, D. C., on December 17 to 19, 1941, under the joint auspices of the Maritime Commission and the Department of Labor.

Q. What was done as a result of that meeting?

The Court: I would suppose the witness doesn't know what subject matter you refer to.

Q. (By Mr. Ambler): Will you state whether or not, as a result of that meeting, a Board was set up?

A. Yes. That was the answer I was going to make. Out of this meeting and out of this joint agreement or joint statement of principles, a war-time—let's see.

Q. The Maritime War Emergency Board?

A. Maritime War Emergency Board was set up.

Q. Attached to that statement of principles is a copy of the letter of President Roosevelt appointing this Board. Will you state what have been the duties of that Board since it was created in December, 1941?

Mr. Levinson: Objected to on the ground it is not material to the issues here.

(Testimony of A. R. Lintner.)

The Court: The objection is overruled.

A. The duties of that Board have been to hear and review and pass upon all matters affecting the relationship between employer and employee as regards the Maritime Unions.

Q. Will you state whether or not that Board has fixed and changed and modified and done whatever was necessary in connection with bonus?

A. Yes, the Board has——

Mr. Levinson (Interrupting): Just a moment. Objected to on the ground of being leading, and the further ground that I have heretofore made, that, it is not material.

Mr. Ambler: I asked whether or not, your Honor.

The Court: I will overrule this objection.

A. Yes, the Board has issued a number of rulings on bonuses.

Q. Will you state whether or not that Board has exclusively handled the amount, time and payment of bonus since the beginning of the war to the present time?

Mr. Levinson: The same objection.

The Court: Overruled.

A. Yes, they have.

Mr. Ambler: I move the introduction in evidence of Respondent's Exhibit K.

Mr. Levinson: Objected to upon the ground that it is not material.

The Court: Are you going to connect it up?

Mr. Ambler: Yes, your Honor.

(Testimony of A. R. Lintner.)

The Court: With knowledge on the part of these Libelants or their authorized representatives? Are you going to show that either these Libelants or their authorized representatives acted under and pursuant to the principles stated in this exhibit?

Mr. Levinson: I don't see how Counsel can. These men at that time, on December 17th and 19th, were in Oriental waters.

Mr. Ambler: Your Honor, I will show that this Board, shortly after its creation, reviewed and construed existing labor agreements on various subjects, including the subject of internment bonus, and laid down what in the Board's judgment was the industry-wide agreements which had been reached on that subject, and that decision of this Board has been in effect from the time of the war until the present time; and I think that contemporaneous construction of what was the rule with regard to bonus during the internment of these men is vitally pertinent to the discussion here, this Board being an expert Board, and being formed to form that particular construction.

I will further show that there has been no objection on the part of any employer or Union as to the construction which this Board based on existing contracts.

The Court: Well, what I would like to know is this: Are you going to show evidence proving or tending to prove that these Libelants authorized their representatives to subscribe to or become par-

(Testimony of A. R. Lintner.)

ties to these declarations of principles contained in Respondent's Exhibit K?

Mr. Ambler: If your Honor will examine that, you will find that the two Unions of which these Libelants—whether they are members or not, these Libelants belonged within the unit; and when a unit is represented by a Union under the National Labor Relations Act, the agent for collective bargaining is the sole and exclusive representative of these men in collective bargaining. That is a matter of law.

The Court: Well, Mr. Ambler, do you or do you not propose to make of record in proper form something to back up your present statement?

Mr. Ambler: Yes. I mean, that is a question of law. Under the law, I will show that from 1936, these six Unions have been recognized under the Wagner Act as the sole and exclusive representative of the employees in these various units, and by law they are the sole and exclusive representative, not only for their members, but non-members.

The Court: This Court can't take judicial notice of whether or not these Libelants were members of any Union.

Mr. Ambler: I am not interested in whether they were or not. It is wholly immaterial whether they were members of these unions or not. If they belong in the class, in the unit, the agent for the unit is their sole and exclusive bargaining agent. He doesn't bargain only for his members.

(Testimony of A. R. Lintner.)

The Court: Mr. Ambler, the point is that you are only saying that. You are not offering any proof of it.

Mr. Ambler: Well, your Honor, the matter has been passed on by the United States Supreme Court.

The Court: I will reserve ruling on that.

Mr. Ambler: I would appreciate that. Counsel will agree, I think, that the agent under the Wagner Act of a unit for collective bargaining is the representative, not only of the members of the Union, but of all of the employees in the plant. But we won't discuss that, because that has been decided by the Courts.

Mr. Levinson: I understand that your Honor is reserving ruling on the admission of this exhibit?

The Court: That is right. I will hear both Counsel on it when the time comes. Apparently there is nothing to be gained in spending time on it now. It is the same old principle, that I am not bound by someone else acting for me unless you show some authority that I have given him to act for me. That is all there is to it.

Mr. Ambler: I shall cite your Honor authorities, and I shall also show the authority by the parties involved.

(Whereupon, Four Vouchers showing payment to Libelants were marked Respondent's Exhibit A-1 for identification.)

Q. (By Mr. Ambler): Mr. Lintner, handing you Respondent's Exhibit A-1 for identification, will you state what that is?

(Testimony of A. R. Lintner.)

A. These are the vouchers or records of payment to the four members of the Capillo crew that are involved in this suit.

Q. That is a statement as to the amount already paid the men when they were paid off in New York?

A. That is right.

Q. The four Libelants in this case?

A. That is correct. It is a breakdown, a detail of the amount, and is a receipt from the men of that amount being received or having been received.

Q. And that is signed by the individual Libelants in this case?

A. That is correct. There is one for each of the Libelants.

Mr. Ambler: I move the introduction in evidence of Respondent's Exhibit A-1.

Mr. Levinson: No objection.

The Court: Admitted.

Q. (By Mr. Ambler): Mr. Lintner, was the rider which was attached to the articles of the Capillo submitted to you prior to the sailing of the vessel?

A. No.

Q. Do you recall when you first saw that rider?

A. I would say it was when this controversy arose.

Q. How many vessels was the American Mail Line operating in the fall of 1941?

A. Eleven.

Q. Were the riders on the articles of other vessels, if any, submitted to you at that time?

A. No.

(Testimony of A. R. Lintner.)

Q. As general manager of the Company, why weren't these riders submitted to you at that time?

A. Well, the entire situation was under review, was under negotiation, and the rider just became a statement as between the Company and the members of the crew which, in my opinion, were contingent upon——

Mr. Levinson (Interrupting): Just a moment. I object to his interpretation of the rider. I don't think it is material.

The Court: What authority have you for that? I mean, do you wish to be heard on that, Mr. Ambler?

Mr. Ambler: Well, I think, your Honor, that this gentleman has certainly qualified himself as an expert.

The Court: He can state what his understanding was, if he had any.

Mr. Levinson: May my objection be noted to that.

The Court: The objection is overruled.

Q. (By Mr. Ambler): Will you state what, if any, was your understanding concerning the function of these riders?

A. My understanding was at the time that a rider was just a temporary understanding which was to be interpreted and determined by the results of negotiations which were under way at the time. It was not unusual for us to put on riders on articles to cover situations that were under discussion, and in every case it was the practical appli-

(Testimony of A. R. Lintner.)

cation that the results and the agreements reached in connection with those riders were what the rider meant.

Q. By "agreements reached," will you state what agreements you referred to then?

Mr. Levinson: It is understood my objection goes to all of this, your Honor, without repeating it?

The Court: Have you any objection to that?

Mr. Ambler: No, I have no objection to that.

The Court: The Court approves that.

Mr. Ambler: Will you read the question, please?

(Question was read by the reporter.)

A. I mean, the agreements as reached between the Pacific American Ship Owners Association and the various unions.

Q. And those agreements were put into writing when they were reached? A. That is right.

Q. And signed by the Association on behalf of its members, and by the Union on behalf of the ones it represented, is that correct?

Mr. Levinson: I object to that as leading. I think it goes too far.

The Court: I think that the objection is well taken.

Mr. Ambler: I think the objection is well taken. I was just trying to hurry it.

Q. (By Mr. Ambler): By whom were those contracts signed?

A. They were signed by the Pacific American

(Testimony of A. R. Lintner.)

Ship Owners Association on behalf of its members, which were the ship owners and operators, and the representatives of the Unions.

Mr. Ambler: You may cross-examine.

Cross Examination

By Mr. Levinson:

Q. Mr. Lintner, the Pacific American Ship Owners Association has a constitution or a written agreement of association, do you know?

A. Yes, I do know.

Q. Is there anything in that written agreement which prevents the various members of the Association from entering into any other agreement than that which is provided for by the Association?

A. I believe that the members of the Association agree not to do that.

Q. However, as to situations which may not be covered by rulings of the association, the individual ship companies can enter into any agreement that they desire with their crews, can they not?

A. I know of nothing that would prevent that.

Q. This Pacific American Ship Owners Association is nothing more than an Association or group where they can be commonly represented in their common problems, as far as you know?

A. That is correct. It represented its membership in all their labor activities.

Q. Now, most steamship operators on the Pacific Coast are members of that Association?

A. Yes.

(Testimony of A. R. Lintner.)

Q. Is there anything in the Association which prevents a company like the Alaska Steamship Company from entering into a separate agreement concerning its Alaska operations?

A. I would say that the Alaska Steam, like anyone else that is a member of it, has agreed not to do that.

Q. Well, as a matter of fact, to your personal knowledge, Mr. Lintner, the Alaska trade, because of the peculiar nature of that trade, has a separate agreement, has it not?

A. Yes, within the other general agreement.

Q. That is right; and when an outside vessel, who may be a member of the Association, goes into the Alaska trade, it sometimes is governed by it and many times tries to avoid being governed by it, that is true, isn't it, although still a member of the Association?

A. They might have tried to avoid it, but they wound up being governed by it.

Q. We had that situation on one occasion, did we not, Mr. Lintner?

A. Yes.

Q. Now, the Northland Transportation Company, for instance, is a member of the Association, is it not?

A. That is right.

Q. And the Alaska Steamship Company is a member of the Association?

A. That is right.

Q. Yet what is the practice of the Northland Transportation Company with reference to its men signing articles when they go north?

A. I don't know.

(Testimony of A. R. Lintner.)

Q. Under the law, it is not necessary that seamen sailing in coastwise vessels sign written articles, is it? A. That is right.

Mr. Ambler: Your Honor, I think we are getting a little far afield here.

The Court: I would like to emphasize at this point that, however else it may be in the field of industrial relations as enjoyed by members in those relations, so far as I know, this Court is bound by rules of law and rules of contract, and that contracts are based upon promises and not upon hopes, and that the principal issue in this case is whether or not these Libelants authorized Union representatives to do something to their contract rights stated in these articles. Now, gentlemen, in my opinion that is the issue in this case. Is there some other one that the Court is overlooking?

Mr. Levinson: I don't believe so.

The Court: Now, if you will direct yourselves to that issue, it will save the Court a lot of time and save yourselves a lot of labor.

Q. (By Mr. Levinson): Now, there is no question in your mind but that the master of the *Capillo* had the authority to sign the articles?

Mr. Ambler: That is admitted.

Q. (By Mr. Levinson): At the time these men joined the vessel, you were anxious to get a crew to sail this vessel to these waters, were you not?

A. Yes.

Q. You had to get the vessel out?

A. Yes.

(Testimony of A. R. Lintner.)

Mr. Levinson: All right, that is all.

Mr. Ambler: I am admitting for the purpose of this case that the Master had the right to sign the articles. I don't want that as a general admission that might possibly be later used against me.

That is all.

(Witness excused.)

Mr. Ambler: Mr. Williams.

W. L. WILLIAMS,

called as a witness in behalf of the Respondent,
being first duly sworn, testified as follows:

Direct Examination

By Mr. Ambler:

Q. Your name is W. L. Williams?

A. That is right.

Q. Where do you reside, Mr. Williams?

A. 2822 NE Alameda, Portland, Oregon.

Q. And what is your occupation?

A. Manager for the American Mail Line, Columbia River District.

Q. When did you join the American Mail Line?

A. December 16, 1940.

Q. Shortly after its reorganization?

A. At the time of the first opening of its office in Portland.

Q. And you have been the manager of that Portland office ever since that time?

(Testimony of W. L. Williams.)

A. I have.

Q. And you are still the manager of the Portland office? A. I am.

Q. What was your experience in the shipping business prior to your becoming the manager of the Portland office of the American Mail Line?

A. I have been connected with ships and shipping ashore and afloat since 1912.

Q. Have you been to sea? A. I have.

Q. And did you hold a license? A. I did.

Q. At sea? How long have you been employed ashore in the shipping business?

A. I came ashore in 1922.

Q. And has your experience been on the Atlantic Coast or on the Pacific Coast?

A. All on the Pacific Coast.

Q. And in what ports?

A. Portland, Grays Harbor and Seattle.

Q. With what companies were you associated during that period?

A. The old Columbia Pacific Steamship Company, which is now the States Steamship Company; the Hammond Shipping Company, and the American Mail Line.

(Whereupon, Photostatic Copy of Shipping Articles was marked Respondent's Exhibit A-2 for identification.)

Q. (By Mr. Ambler): Mr. Williams, handing you Respondent's Exhibit A-2 for identification, will you state what that is?

(Testimony of W. L. Williams.)

A. These are photostatic copies of the articles signed by the S. S. Capillo, or the crew of the S. S. Capillo, and the rider that was attached to the articles.

Mr. Ambler: I move the admission in evidence of Respondent's Exhibit A-2.

Mr. Levinson: No objection.

The Court: Admitted.

(Whereupon, Respondent's Exhibit A-2 for identification was received in evidence.)

Mr. Ambler: At this time, your Honor, I would like to move the admission in evidence of Respondent's Exhibit K, if I did not previously do so. I think I did; but if I didn't, I would like to.

Mr. Levinson: That is the one your Honor is reserving ruling on.

The Court: Ruling is reserved, because I want you to connect up some consent that these Libelants gave to the modification of their shipping contract.

Mr. Ambler: Yes, your Honor.

Q. (By Mr. Ambler): Now, Mr. Williams, referring you to respondent's Exhibit A-2, and particularly to the rider which is attached thereto, will you state whether or not that was the first time that rider had been used on articles of vessels of the American Mail Line?

A. No, it was not.

Q. When was the first time that form of rider was used?

A. In early August of the same year.

(Testimony of W. L. Williams.)

Q. Do you recall on how many vessels of the American Mail Line that particular form of rider had been used in the summer and fall of 1941?

A. I think four vessels.

Q. The Capillo was the fourth? A. Yes.

Q. Will you state where that form of rider came from? A. Originally?

Q. Yes.

Mr. Levinson: I don't see its materiality, your Honor.

The Court: I will overrule the objection, because I desire that both sides be given an opportunity to furnish the Court some evidence of the consent of these Libelants to the modification of their shipping contract. It is conceivable that there might be some connection between that objective and this inquiry.

Mr. Ambler: Will you read the witness the question?

(Whereupon, the last question was read by the reporter.)

A. It was introduced and produced to us by the Union representatives.

Q. (By Mr. Ambler): And it was used on the articles of three vessels prior to being used on the articles of the S. S. Capillo?

A. That is correct.

Q. Approximately how many vessels during the period from August to November 1st, or December 1st, 1941, signed on their crews on the Columbia River for the American Mail Line?

(Testimony of W. L. Williams.)

A. From August to November?

Q. Yes, if you recall.

A. Well, to my best recollection, about six vessels.

Q. Did six vessels sign on crews on the Columbia River? A. Yes.

Q. And on four of those, the rider to the articles, which here appears, appeared on the articles of those vessels? A. That is correct.

The Court: At some time the Court would like to know the name of those four vessels or any one of them that concerns this case, if any.

Mr. Ambler: I can refresh the witness' recollection by some information that he formerly sent me.

The Court: Do you wish to show him some document?

Q. (By Mr. Ambler): I hand you a letter written some time ago to me by yourself, and will you check over the document and see if that will refresh your memory as to the number of vessels which signed on their crews in Portland from August 1, to December 1, 1941?

A. The S. S. Crown City signed on about August 13th.

The Court: What year?

The Witness: 1941. A rider similar to the one that we are talking about on the Capillo was attached to that vessel's articles. The S. S. Colbrook signed on about August 27 of 1941; likewise a similar rider was attached to her articles. On about August 30 the S. S. Satartia signed on at Portland

(Testimony of W. L. Williams.)

and a similar rider was attached to her articles; and then the S. S. Capillo signed on on October 11 with the rider that we are now talking about.

Q. (By Mr. Ambler): Mr. Williams, do you wish at this time, then, to correct your statement that there were six vessels, to the fact that there were only four vessels?

A. Yes. But you asked me the question how many vessels were signed on from August to November.

Q. Yes.

The Court: It is clear to the Court. His final statements about it are clear to the Court.

Q. (By Mr. Ambler): Were there any other vessels signed on at Portland after November 1, 1941?

A. I do not think so.

Mr. Ambler: That is all.

The Court: I would like to know if this witness had any contact with Union representatives in connection with that voyage.

Mr. Ambler: I am going to bring that out. That is the next point.

Q. (By Mr. Ambler): Prior to the time of the war, was it customary to have riders to the articles?

A. Will you restate that?

Q. Prior to the time of the war commencing in Europe, was it customary to have riders such as this attached to the articles?

A. No, not riders such as this.

(Testimony of W. L. Williams.)

Q. When did riders having to do with bonuses first come into use?

A. I think early in 1941.

Q. Will you state the method in which they were either suggested by you or proposed to you?

A. They were proposed and suggested and submitted to us by the Union officials.

Q. When was that done?

A. Usually at the time that we started to sign on the crew.

Q. Was there discussion at the time as to whether or not the rider so proposed would be signed by the Master?

A. There was always the usual amount of confusion that goes along with the introduction of anything like that.

Q. Who would represent in that case the employer in these discussions? A. I would.

Q. And who would represent the employees, the members of the crew, in these discussions?

A. The local business agents of the Union.

Q. Were they present on board the vessel?

A. Oh, yes.

Q. Would they insist upon the inclusion of such a rider?

A. Well, that would be the purpose that they would introduce it.

The Court: Well, answer the question. Mr. Ambler wants you to answer his question.

Q. (By Mr. Ambler): Did they insist upon the introduction of this rider?

(Testimony of W. L. Williams.)

A. That is correct.

Q. And if you had declined to sign it, what would have been the result?

A. Well, in all likelihood there would have been a delay. However, the local business agent probably would refer the matter to——

Mr. Levinson (Interrupting): Well, now, just a moment. I haven't objected heretofore, but now I think we are going beyond——

The Court (Interrupting): I think that is objectionable.

Mr. Ambler: I think that is true.

Q. (By Mr. Ambler): Were there contracts in effect between the American Mail Line, represented by the Pacific American Ship Owners Association, and the Unions at this time?

A. There were.

Q. And what subjects did those contracts cover, generally speaking?

A. The general agreement would cover wages, hours and conditions.

Q. Were there from time to time modifications made to these general agreements?

A. There were.

Q. And when a ship would pay off, will you explain what governed the rights of the parties in case of dispute?

A. The existing contract.

Q. And would reference be made to that by you, representing the Company, and by the Union, representing the employees?

A. Not unless a dispute arose.

(Testimony of W. L. Williams.)

Q. I say, in case of a dispute? A. Yes.

Q. And those contracts in every case, would they govern as to who was right or wrong?

A. They would.

Q. Were negotiations pending between the employers and the Unions during the summer of 1941? A. Yes.

Q. Was the fact that such negotiations were pending well known to you and to the Unions?

A. It was well known to me.

Q. Had there been any industrial unrest in the summer of 1941 concerning the subject of bonus?

A. There was a lot of confusion.

Q. What was the nature of that confusion?

A. Well, I think that everybody knew, that was associated with the industry, that a supplemental agreement was being negotiated, principally to determine the payment of the war bonuses.

Q. Had there been changes in war bonus made in 1941, early '41?

A. I think the introduction of war bonus was established in '41.

The Court: In so far as written statements in the contract were concerned? Is that what you mean?

The Witness: I think that, if my memory serves me correctly, the original bonus applied to ships going into Japanese ports, and a bonus was paid to the crew from the time a ship called at the first Japanese port until they left the last one. Fol-

(Testimony of W. L. Williams.)

lowing that, our ships, at least, did not call at Japanese ports, as the war atmosphere was increasing and the war in Europe was a fact, so bonuses were corrected to meet the situations that arose.

Q. (By Mr. Ambler): And those bonuses were the subject of negotiations in the summer and fall of 1941?

A. That is correct. They were changed more than once.

Q. Were the results of those negotiations which existed in the summer and fall of 1941 known to you or to the members of the crew of the Capillo or to their representatives when you signed these articles on October 11, 1941?

A. I do not think so.

Q. The term will later be used "basic wages." Will you state what that term means?

A. The basic wages was the wages agreed upon in the original agreement which was negotiated in the fall of 1939.

Q. Will you state what is meant by the term "emergency increase?"

A. Emergency increase was an increase to the base wage.

Q. And were there more than one emergency increase?

A. Yes, I think that the original emergency increase was 10%, and it later was increased to 15%.

Q. And in the case of employees having a wage less than a certain amount, instead of a percentage, that was on a fixed amount?

(Testimony of W. L. Williams.)

A. A flat basis. In the case of the Capillo, I think it was \$17.50.

Q. \$17.50 was the case in this particular instance.

The Court: While trying to make a note of it, I have lost your very accurate statement as to what this emergency increase referred to. Did you say to the basic pay? What did you say?

The Witness: The emergency increase was an increase to the base wage.

Q. (By Mr. Ambler): It was a wage increase?

A. A wage increase.

Q. Now, will you state what was meant by the term "bonus?"

A. Bonus was an agreed sum of money to be paid for the additional dangers of going into dangerous waters and war zones.

(Whereupon, Supplementary Agreement dated October 9, 1941, between Pacific Coast Marine Firemen, Oilers, Water Tenders and Wipers Association, and Pacific American Ship Owners Association, was marked Respondent's Exhibit A-3 for identification.)

Q. (By Mr. Ambler): Mr. Williams, handing you Respondent's Exhibit A-3 for identification, will you state what that is?

A. That is a supplementary agreement between the Pacific Coast Marine Firemen, Oilers, Water Tenders and Wipers Association, and the Pacific American Ship Owners Association, dated October 9, 1941.

(Testimony of W. L. Williams.)

Q. Will you state whether or not that agreement has been in effect between your company and the Pacific Coast Firemen, etc., since its date?

A. It has.

Q. Briefly, what does that supplementary contract cover?

A. It covers such items as are not included in the original basic agreement, and it refers particularly to bonuses and war risk insurance and reimbursement in case of loss of personal effects. I think, generally, that is the idea of the agreement.

Mr. Ambler: I move the introduction in evidence of Respondent's Exhibit A-3.

Mr. Levinson: No objection.

The Court: Admitted.

(Whereupon, Respondent's Exhibit A-3 for identification was received in evidence.)

RESPONDENT'S EXHIBIT A-3

Admitted Apr. 5, 1945

This Agreement, dated October 9, 1941 by and between the Pacific Coast Marine Firemen, Oilers, Watertenders and Wipers' Association hereinafter referred to as the "Union" and the Pacific American Shipowners Association, a corporation, acting on behalf of the companies whose names are subscribed hereto.

Witnesseth:

Whereas, the parties hereto are engaged in the negotiation of a collective bargaining contract rela-

(Testimony of W. L. Williams.)

tive to wages, hours and working conditions for members of the Union and desire to provide by collateral or supplementary agreement for bonuses payable to members of the Union on vessels going into war zones; and

Whereas, in a proceeding before the National Defense Mediation Board between certain other parties the National Defense Mediation Board published recommendations for bonuses for war risk to apply for the period hereinafter specified; the parties hereto desire to adopt and follow said recommendations;

Now, Therefore, It is agreed that said recommendations of the National Defense Mediation Board are adopted by the parties hereto and in pursuance thereto do agree as follows:

1. The following war bonus rules shall govern the parties hereto—

(a) There shall be five war risk zones; namely:

I. Trans-Atlantic voyages to Spain, Portugal, East, South or West Coasts of Africa, Red Sea, Persian Gulf, India, Iceland and Greenland. (Whole voyage; except that if any vessel continues eastbound to United States ports via India and the Pacific Ocean said bonus rates for such area will continue until the vessel passes the 180th Meridian, eastbound, and thereafter no further bonuses will be payable.)

II. Trans-Atlantic voyages to Russia (Archangel etc.) (Whole voyage)

(Testimony of W. L. Williams.)

III. Trans-Pacific voyages to Japan, Philippine Islands, China, Indo-China, East Indies, Malayan Peninsula. (After crossing the 180th Meridian westbound until recrossing the same Meridian eastbound)

IV. Trans-Pacific voyages to New Zealand or Australia. (From arrival of vessel in Suva or the crossing of the 180th Meridian, westbound, until departure from Suva or crossing the 180th Meridian eastbound.)

V. Canada (Atlantic Coast) (While vessel is north of 35 degrees of north latitude when bound to or from a Canadian port)

(b) Members of the Union shall be paid a war risk bonus at the rate of \$80 per month in the first four areas and \$33 in the fifth area provided, however, that all members of the Union entitled to receive basic monthly wages in excess of \$120, shall, in lieu of the bonuses specified above be paid at the rate of 66 2/3% of the basic monthly wages in effect on the date hereof in the first four areas and 25% of the basic monthly wages in effect on the date hereof in the fifth area; a schedule of such bonuses is attached hereto and made a part of this agreement.

(c) There shall be paid to members of the Union in addition to the area bonus just provided, the following port bonuses:

(1) for the port of Suez, or any other port which is subject to regular bombing, \$100, plus \$5

(Testimony of W. L. Williams.)

per day for each day beyond five days that the vessel is in that port.

(2) for any port in the Red Sea or in the Persian Gulf not covered by paragraph (1) Supra, \$45.

The same bonuses shall be paid other unlicensed personnel.

The foregoing bonus rules shall be and remain effective until November 1, 1942 unless adjusted prior thereto pursuant to the provisions of this agreement.

Dated: Oct. 9, 1941.

PACIFIC COAST MARINE
FIREMEN, OILERS, WATER-
TENDERS AND WIPERS,
ASSOCIATION

(sgd) V. J. MALONE

PACIFIC AMERICAN SHIP-
OWNERS ASSOCIATION

(sgd) J. B. BRYAN

President

(Whereupon, Supplementary Agreement, dated October 10, 1941, between Marine Cooks & Stewards Association of the Pacific Coast, and the Pacific American Steamship Owners Association was marked Respondent's Exhibit A-4 for identification.)

Mr. Ambler: At this point I might state to your Honor that this is the supplementary agreement

(Testimony of W. L. Williams.)

which fixes the \$80 rate which is the amount for which Libelants are suing at this time, and it also fixed certain of the compensation on which the Libelants were paid off in New York in December, 1943.

The Court: It will be necessary for the Court to adjourn rather shortly, but if there is a statement or two that you wish to have the witness make before that occurs, you may inquire.

Q. (By Mr. Ambler): Handing you Respondent's Exhibit A-4 for identification, will you state what that is?

A. This is a supplementary agreement between the Marine Cooks and Stewards Association of the Pacific Coast, and the Pacific American Ship Owners Association, dated October 10, 1941.

Q. And will you state whether or not that covers the same subject matter which you described in the preceding contract? A. That is correct.

The Court: Does it affect all of the Libelants in this case?

Mr. Levinson: Only one, your Honor.

Mr. Ambler: Only one, the mess man. The first three libelants in this case are covered by A-3, they being in the unlicensed department of the engine department, two oilers and a fireman. The fourth Libelant is covered by A-4, which covers the Stewards' Department, he being a mess man.

(Whereupon, Supplementary Agreement, dated October 10, 1941, between National Organization of Masters, Mates and Pilots of

(Testimony of W. L. Williams.)

America and Pacific American Ship Owners Association, was marked Respondent's Exhibit A-5 for identification.)

Direct Examination—(Continued)

Q. (By Mr. Ambler): Handing you Respondent's Exhibit A-4 for identification, will you state what that is?

A. The supplementary agreement between the Marine Cooks and Stewards Association of the Pacific Coast, and the Pacific American Ship Owners Association, dated October 10, 1941.

Q. And will you state whether or not that covers, briefly, the same subject matter as that covered in Respondent's Exhibit A-3, which was the contract between Pacific Coast Firemen and the Pacific American Ship Owners Association which you previously identified? A. Yes, it does.

Mr. Ambler: I move the introduction in evidence of Respondent's Exhibit A-4.

Mr. Levinson: No objection.

The Court: Admitted.

(Whereupon, Respondent's Exhibit A-4 for identification was received in evidence.)

RESPONDENT EXHIBIT A-4

Admitted Apr. 5, 1945

This Agreement, dated October 10th, 1941 by and between the Marine Cooks and Stewards' Association of the Pacific Coast hereinafter referred

(Testimony of W. L. Williams.)

to as the "Union" and the Pacific American Ship-owners Association, a corporation, acting on behalf of the companies whose names are subscribed hereto.

Witnesseth:

Whereas, a collective bargaining contract between the parties dated July 5, 1940 and which has been automatically renewed until September 30, 1942 specifically provides among other things for the establishment of bonuses and other special benefits on vessels going into war zones; and

Whereas, in a proceeding before the National Defense Mediation Board between certain other parties the National Defense Mediation Board published recommendations for bonuses for war risk to apply for a period hereinafter specified in this agreement; the parties hereto desire to adopt and follow said recommendations;

Now, Therefore, It is agreed that said recommendations of the National Defense Mediation Board are adopted by the parties hereto and in pursuance thereto do agree as follows:

1. The following war bonus rules shall govern the parties hereto—

(a) There shall be five war zones; namely:

I. Trans-Atlantic voyages to Spain, Portugal, East, South or West Coasts of Africa, Red Sea, Persian Gulf, India, Iceland and Greenland. (Whole voyage; except that if any vessel continues eastbound to United States ports via India and the

(Testimony of W. L. Williams.)

Pacific Ocean said bonus rates for such area will continue until the vessel passes the 180th Meridian, eastbound, and thereafter no further bonuses will be payable.)

II. Trans-Atlantic voyages to Russia (Archangel etc.) (Whole voyage)

III. Trans-Pacific Voyages to Japan, Philippine Islands, China, Indo-China, East Indies, Malayan Peninsula. (After crossing the 180th Meridian westbound, until recrossing the same Meridian eastbound)

IV. Trans-Pacific voyages to New Zealand or Australia. (From arrival of vessel in Suva or the crossing of the 180th Meridian, westbound, until departure from Suva or crossing the 180th Meridian eastbound)

V. Canada (Atlantic Coast) (While vessel is north of 35 degrees of north latitude when bound to or from a Canadian port)

(b) Members of the Union shall be paid a war risk bonus at the rate of \$80 per month in the first four areas and \$33 in the fifth area provided, however, that all members of the Union entitled to receive basic monthly wages in excess of \$120, shall, in lieu of the bonuses specified above be paid at the rate of 66 2/3% of the basic monthly wages in effect on the date hereof in the first four areas and 25% of the basic monthly wages in effect on the date hereof in the fifth area; a schedule of such bonuses is attached hereto and made a part of this agreement.

(Testimony of W. L. Williams.)

(c) There shall be paid to members of the Union in addition to the area bonus just provided, the following port bonuses:

(1) for the port of Suez, or any other port which is subject to regular bombing, \$100, plus \$5 per day for each day beyond five days that the vessel is in that port.

(2) for any port in the Red Sea or in the Persian Gulf not covered by paragraph (1) Supra. \$45.

The same bonuses shall be paid other unlicensed personnel.

The foregoing bonus rules shall be and remain effective until November 1, 1942 unless adjusted prior thereto pursuant to the provisions of this agreement.

2. The following machinery for making equitable future adjustments shall govern the parties hereto—

(a) Either party may ask for a change, an addition to, or subtraction from the present war bonus rules set forth above if the present situation is changed by an Act of Congress, executive action, the spread or contraction of the area of hostilities in the Eastern or Western hemisphere, the entry into the war or withdrawal from the war of belligerents, or the rise or fall of sinkings of American vessels. Such proposed change shall be limited to the areas where conditions are alleged to have changed.

(Testimony of W. L. Williams.)

(b) The party asking for the change will present a request in writing to the party from whom the change is sought. Meetings shall be held at once. If agreement between them is not reached within one week after the date of such request either party may present the matter to the United States Department of Labor, Division of Conciliation, for conciliation. If conciliation is not successful within one week after the matter has been presented to the Division of Conciliation, the Director of the Division may then refer the matter to a Board composed of three disinterested parties to be appointed by the President of the United States. Such Board shall have power to make recommendations.

(c) In the event the parties are unable to agree concerning war bonus rules which shall apply on and after November 1, 1942, the procedure set forth in subdivision (b) of this Section 2 shall be followed in determining the same.

3. This agreement shall remain in effect until November 1, 1943.

4. War Risk Insurance in the sum of \$5,000 shall be furnished to members of the crews of vessels on voyages provided for in this agreement.

In the event a vessel is interned, destroyed or abandoned as a result of war operations and is unable to continue her voyage, the basic wages and emergency wages specified in the collective bargaining agreement between the parties shall be paid

(Testimony of W. L. Williams.)

to the date the members of the crew arrive in a Continental United States port and the employees shall be repatriated to a Continental United States port. War bonuses at the rates specified in subdivision (b) of paragraph 1 hereof shall be paid while employees are in the war zones defined herein.

In the event of loss of personal effects by any member of the crew, due to necessity of abandoning ship resulting from torpedoing, mining or bombing of the vessel, the company agrees to reimburse each unlicensed man so affected by an amount not in excess of \$150.00.

5. During the period of these recommendations there shall be in connection with and on account of war bonus issues, no lockout, strike, slow-down, or like action by either owners or men represented by the parties hereto.

6. The provisions of this agreement shall be effective on all voyages shipping articles for which were entered on or after August 16, 1941 or upon any voyage to which the provisions herein are made applicable by special agreement or rider attached to shipping articles.

7. If any dispute shall arise concerning interpretation of said recommendations of the National Defense Mediation Board or any provision of this agreement and if the parties cannot adjust any dispute by agreement then either party may refer it to the Division of Conciliation for conciliation and if conciliation fails either party may refer the

(Testimony of W. L. Williams.)

matter to the three-man Board referred to in paragraph 2 (b) hereof for interpretation.

Dated: October 10, 1941

MARINE COOKS AND STEWARDS' ASSOCIATION OF
THE PACIFIC COAST

(Sgd.) E. F. BURKE

PACIFIC AMERICAN SHIP-OWNERS ASSOCIATION

(Sgd.) J. B. BRYAN

President

Acting on behalf of the steamship lines named below:

Admiral Oriental Line

American-Hawaiian Steamship Company

American Mail Line

American President Lines, Ltd.

Alaska Steamship Company

Alaska Transportation Company

Coastwise Pacific Far East Line

W. R. Grace & Co. (as Agents for Grace Line, Inc. Pacific Coast West Coast Mexican Central American Panama Service of Grace Line, Inc.) and (Pacific Coast South American Service of Grace Line, Inc.)

Luckenbach Gulf Steamship Company, Inc.

Matson Navigation Company

The Oceanic Steamship Company

McCormick Steamship Company (East Coast-

(Testimony of W. L. Williams.)

South American Service) (Pacific Coast-Porto Rico-West Indies Service) (Intercoastal Service)

Northland Transportation Company

Pacific Lighterage Corporation

Pacific Republics Line (Moore - McCormack Lines, Inc.)

Santa Ana Steamship Company

States Steamship Company

Pacific-Atlantic Steamship Company (Quaker Line)

Sudden & Christenson (Arrow Line-Intercoastal Service)

Shepard Steamship Company

The Union Sulphur Company, Inc.

Weyerhaeuser Steamship Company

The Court: A-5 is still before the witness and the Court.

Q. (By Mr. Ambler): Handing you Respondent's Exhibit A-5, will you state what that is?

A. A supplementary agreement between the National Organization of Masters, Mates and Pilots of America, West Coast Local No. 90, and Pacific American Ship Owners Association, dated October 10, 1941.

Q. Will you state whether that contract, in substance, covers the same subject matter as the previous contract, Respondent's Exhibit A-4, which you have just identified? A. It does.

Mr. Ambler: I move the introduction in evidence of Respondent's Exhibit A-5.

Mr. Levinson: I object to the introduction of A-5, your Honor. It involves the Masters, Mates and Pilots, and there are no masters, mates and pilots involved in this proceeding.

Mr. Ambler: In connection with this case, your Honor, your Honor will appreciate that this has to do with the shipping industry, with a vessel on which there were members of six different unions; and I wish to show the contracts which covered the subject matter, as it throws a light on what was the situation which existed at the time these articles were signed.

If there is any question in your Honor's mind, I wish your Honor would reserve ruling at this time. This is an admiralty case, and, as your Honor appreciates, the Court has wide latitude.

The Court: Since the Court doesn't at this time see plainly its materiality, I will reserve ruling and let Counsel further advise the Court of that later.

Mr. Ambler: May I have, your Honor, A-6, A-7 and A-8 marked at this time.

The Court: That may be done.

(Whereupon, Supplementary Agreement, dated October 15, 1941, between Marine Engineers Beneficial Association and Pacific American Ship Owners Association, was marked Respondent's Exhibit A-6 for identification.)

(Whereupon, Supplementary Agreement,

(Testimony of W. L. Williams.)

dated October 16, 1941, between American Communications Association and Pacific American Ship Owners Association, was marked Respondent's Exhibit A-7 for identification.)

(Whereupon, Supplementary Agreement, dated October 9, 1941, between Sailors Union of the Pacific and Pacific American Ship Owners Association, was marked Respondent's Exhibit A-8 for identification.)

The Court: Do you have reason to believe that they are all in the same category?

Mr. Ambler: A-5 covers the agreement between the Masters, Mates and Pilots and the Pacific American Ship Owners Association; A-6 covers the Marine Engineers Beneficial Association; A-7 covers the supplementary contract with the American Communications Association, which is the wireless men; and A-8 is the supplemental contract between the Sailors Union of the Pacific and the Pacific American Ship Owners Association.

Mr. Levinson: I will admit that the witness will so testify as to their identities, on your statement that they are the same as the preceding documents.

Mr. Ambler: Will you also agree that he will testify that the general subject matter of the contracts is the same as he has previously testified?

Mr. Levinson: I will so agree.

Mr. Ambler: Also, all of those contracts are effective October 1, 1941. I will have the witness——

(Testimony of W. L. Williams.)

Mr. Levinson: (Interrupting) We can read the date into the record.

The Court: Will there be objection as to A-8?

Mr. Levinson: Yes, the same objection.

Mr. Ambler: On the question of the effective date, the contracts speak for themselves. I don't think it is necessary to read them.

The Court: Is it denied by Libelants that they were members of the Sailors Union of the Pacific?

Mr. Levinson: I think it is admitted in this case that they were not. We have three firemen, your Honor, and a steward, and the Sailors Union of the Pacific covers only the deck gang.

Mr. Ambler: I might say in this connection, your Honor, that the contracts which have just been identified, A-3 to A-8 inclusive, are the supplemental contracts which were made by the Pacific American Ship Owners Association with the six Maritime Unions. The Libelants in this case, three of them, the two oilers and the fireman, belonged to the Marine Firemen. That contract is one of those six which have been introduced.

The Court: Is it A-3?

Mr. Ambler: A-3, and A-4 is the agreement with the Stewards, of which the messman was a member. When I say he was a member, I do not know whether he was a member or not; but the Union which represented him was the exclusive collective bargaining agent for all in that collective bargaining unit, which included those in the black gang, or the engineers, unlicensed men in the engineer's

(Testimony of W. L. Williams.)

gang, and those persons who were employed in the Steward's Department.

Q. (By Mr. Ambler): Mr. Williams, this morning I asked you concerning the dates of certain basic agreements made by the Pacific American Steamship Owners Association on behalf of its members with the various Marine Unions, and the dates of supplements to those. You were a little vague at that time as to the dates, the exact dates of these contracts. Have you since that time refreshed your recollection as to the dates of the basic agreements and of the supplemental agreements? A. I have.

Q. Have you in your hand there a list of those contracts, giving the dates of those contracts and supplemental agreements? A. I do.

Q. Will you please give me the dates of the basic agreements and supplemental agreements between the Pacific American Steamship Owners Association, acting on behalf of the American Mail Line and others, and the six Maritime Unions?

General basic agreements were signed with the six maritime unions on the following dates:

Masters, Mates and Pilots—December 30, 1939.

Marine Engineers Beneficial Association—May 1, 1940.

American Communications Association (Radio Operators)—July 13, 1940.

Marine Cooks and Stewards—July 5, 1940.

Marine Firemen, Oilers, etc.—October 7, 1939.

(Testimony of W. L. Williams.)

Sailors' Union of the Pacific—October 10, 1939.

These general contracts provide for wages, working conditions and were the overall agreement between the parties. The first supplementary agreements which covered an emergency wage increase was signed with the following unions on the following dates:

Masters, Mates and Pilots—May 2, 1940.

Marine Engineers Beneficial Association—May 1, 1940.

Marine Cooks—July 5, 1940.

Marine Firemen—April 30, 1940.

Sailors Union—April 30, 1940.

These supplementary agreements with the first two unions representing licensed officers provided for a ten per cent emergency increase in basic wages; for a war bonus of twenty-five per cent of basic wages and emergency increase to be paid from the time the vessel arrived at the first Japanese port westbound until its departure from the last Japanese port eastbound. There was no such supplementary agreement for the radio operators at this time. In the case of the last three unions representing the unlicensed personnel there was a flat \$10.00 a month emergency increase for those receiving a wage under \$100.00 a month and a ten per cent emergency increase for those receiving wages over \$100.00 a month. The bonus provision was the same as for licensed officers.

A second supplementary agreement was signed with the unions on the following dates:

Masters, Mates and Pilots—Feb. 10, 1941.

(Testimony of W. L. Williams.)

Marine Engineers—February 10, 1941.

Marine Cooks—February 10, 1941.

Marine Firemen—February 10, 1941.

Sailors Union of the Pacific—February 10, 1941.

By this second supplementary agreement, the ten per cent emergency increase in wages was raised to fifteen per cent of basic wages. Also the twenty-five per cent bonus was extended to cover the period from the time a vessel passed the 160th Meridian westbound until she crossed the 160th Meridian eastbound. In the case of the three unions representing unlicensed personnel, the emergency increase was raised from \$10.00 per month to \$17.50 for those earning wages under \$120.00 a month. For those earning over \$120.00 a month, there was an increase from ten per cent of basic wages to fifteen per cent of basic wages as in the case of licensed personnel. Unlicensed personnel earning under \$120.00 a month received a flat \$30.00 a month bonus and those earning wages over \$120 a month were granted bonus of twenty-five per cent from the 160th Meridian to the 160th Meridian as in the case of licensed officers.

A third supplementary agreement was entered into with the five maritime unions other than the Masters, Mates and Pilots under date of May 19, 1941. It provided no increase in wages. For members of the Marine Engineers and Radio Operators this new agreement raised the bonus to 50% of basic wages from the time the vessel crossed the 160th Meridian westbound to recrossing of the same Meri-

(Testimony of W. L. Williams.)

dian eastbound. In the case of members of the three unions representing unlicensed personnel bonus was raised to a flat \$60.00 a month for those earning wages under \$120.00 a month and fifty per cent of basic wages for those earning wages in excess of \$120.00 a month, the bonus covering the period from the time the vessel passed the 160th Meridian westbound until the vessel recrossed the same Meridian eastbound. All these supplemental agreements required the carrying of war risk insurance on the crew members in the sum of \$2,000.00 each.

A fourth supplementary agreement was entered into with the six maritime unions under the following dates:

Masters, Mates and Pilots, October 10, 1941.

Marine Engineers, October 15, 1941.

American Communications, October 16, 1941.

Marine Cooks, October 10, 1941.

Marine Firemen, October 9, 1941.

Sailors Union, October 9, 1941.

Mr. Ambler: Your Honor, I might say at this time that the fourth supplemental agreements are the contracts which have been identified by this witness, being A-3, A-4, A-5, A-6, A-7 and A-8. They have already been introduced in this case, and consequently I do not think it is necessary to ask the witness.

The Court: They have been marked for identification.

Mr. Ambler: They have been marked for identification.

(Testimony of W. L. Williams.)

Q. (By Mr. Ambler): Now, will you state whether or not the basic contracts between the Pacific American Ship Owners Association and the six Maritime Unions were changed in the fall of 1941?

New basic contracts were negotiated between Pacific American Shipowners' Association and the six maritime unions on the following dates:

Masters, Mates and Pilots, December 12, 1941.

Marine Engineers Beneficial Association, November 28, 1941, January 15, 1943.

American Communications Association, November 18, 1941.

Marine Cooks, October 31, 1941.

Marine Firemen, October 10, 1941.

Sailors' Union, November 4, 1941.

Q. (By Mr. Ambler): Mr. Williams, referring to these contracts and the supplemental agreements which you have described and identified, were the crews of the various vessels of the American Mail Line which sailed out of the Columbia River governed by those contracts and supplemental agreements?

A. They were.

Q. And did you pay the crews in accordance with those? A. We did.

(Whereupon, Computation of Compensation was marked Respondent's Exhibit A-9 for identification.)

Q. (By Mr. Ambler): Handing you for identification Respondent's Exhibit A-9, will you state what that is?

(Testimony of W. L. Williams.)

Respondent's Exhibit A-9 is a recapitulation of the method of computing the wages paid to the four libelants. The first column to the left under the heading "Wages and Emergency Increase" shows the wages of the Oilers and Firemen computed in accordance with the general basic wage agreement of October 7, 1939, with the Marine Firemen's Union; also the wages computed for the Messmen on the basic agreement with the Marine Cooks dated July 5, 1940.

The second column shows the emergency increase granted February 10, 1941, to all unlicensed personnel earning less than \$100.00 a month of \$17.50 per month.

The third column shows the actual figure shown on the Shipping Articles of the vessel, respondent's Exhibit A-2.

The fourth column shows the actual compensation paid to the four libelants based upon the new basic agreements negotiated with the unions under date of October 10, 1941, in the case of the Marine Firemen, and October 31, 1941, in the case of the Marine Cooks. Below this computation under the heading "War Bonus" is shown the amount of bonus and war risk insurance computed under the supplementary agreements of May 19, 1941, and the subject matter as changed by the fourth supplementary agreements of October, 1941.

Q. (By Mr. Ambler): The \$60 a month was fixed by the supplemental agreement of May 19, 1941, to which the articles referred, is that correct?

(Testimony of W. L. Williams.)

A. That is correct.

Q. And there was also under that same supplemental agreement, all of those agreements of May 19, 1941, a provision that war risk insurance would be placed on the lives of all those members, of \$2,000 each, is that correct? A. That is correct.

Q. Then in the compensation paid to these men in New York, they were paid at \$80 a month?

A. \$80 a month.

Q. Under the supplemental agreement of October 9, 1941? A. And also \$5,000 insurance.

Q. And they also were paid an attack bonus?

A. An attack bonus of \$100.

Q. Which was not in the previous contract?

A. That is correct.

The Court: It is surprising to the Court that you have to go through such a circuitous route to establish whether or not the Libelants authorized the modifications of their shipping articles agreement.

Mr. Ambler: Your Honor, I am doing this to show that for over a period of years, all members of crews of all vessels, including those of the American Mail Line, have conducted all of their negotiations by the unions representing employees on one side, and by the Association on the other. In this particular case the rider to the articles specifically provides that the parties would be—the rider to the articles which is here involved, which is signed before the United States Commissioner by the men and the Master, provides as follows:

(Testimony of W. L. Williams.)

(Argument by Mr. Ambler and Mr. Levinson.)

The Court: Now you may proceed.

(Whereupon, Copy of Decision 2 of Maritime War Emergency Board was marked Respondent's Exhibit A-10 for identification.)

Mr. Ambler: That, your Honor, I think your Honor may wish to reserve ruling on. That is a copy of Decision 2 of the Maritime War Emergency Board, which was attached to the exceptions earlier filed in this case; and I think, for the convenience of the parties, it would be better to have it in the record, because I am going to refer to it at a later time.

The Court: Was that Board there mentioned in connection with that Decision 2 the identical same Board mentioned in that Exhibit A attached to the answer to the amended libel?

Mr. Ambler: It is, your Honor. That is Decision 2 of the Maritime War Emergency Board, is it?

Mr. Levinson: If you say so, that is satisfactory with me, as far as a copy is concerned.

Mr. Ambler: Yes.

(Whereupon, Decision 5 revised of the Maritime War Emergency Board was marked Respondent's Exhibit A-11 for identification.)

Q. (By Mr. Ambler): Referring to Respondent's Exhibit A-11, will you state whether or not that is Decision 5, revised, of the Maritime War

(Testimony of W. L. Williams.)

Emergency Board, the same Board which delivered the Decision 2 just identified by you?

A. That is right.

Mr. Ambler: I move the introduction in evidence of Exhibits A-10 and A-11.

Mr. Levinson: I object to the two on the same grounds as I objected to the statement of principles, Exhibit K. I objected to Exhibit K on the ground that it was not material, and your Honor reserved ruling on Exhibit K.

The Court: Do you think that A-10 and A-11 have no materiality except in so far as they may be related to K?

Mr. Levinson: Yes. I think Counsel will admit that those are decisions under K, decisions by the Board.

Mr. Ambler: Yes, that is correct. They are decisions under it.

The Court: I will reserve ruling.

Mr. Ambler: I say they are material, but they are decisions under the Board.

The Court: Ruling is reserved on A-10 and A-11.

(Whereupon, Original Decision 5 of Maritime War Emergency Board was marked Respondent's Exhibit A-12 for identification.)

The Court: Will you submit this A-12 to opposing counsel? I want him to see it.

Mr. Levinson: I have seen it, your Honor.

The Court: Do both of you agree as to what it

(Testimony of W. L. Williams.)

may be called so that one may apply a name to it, an identifying name to it in his notes?

Mr. Ambler: Those are certain decisions of the Maritime War Emergency Board, the same board and the only board which is discussed in this case.

The Court: But how are you going to distinguish it from some other decision? What do you call it?

Mr. Ambler: Decision No. 5.

The Court: Is this the original No. 5, and A-11 was a revised one?

Mr. Ambler: Yes, that is right.

The Court: So you can call this original No. 5?

Mr. Ambler: Yes.

(Whereupon, an Article from Monthly Labor Review, published by United States Department of Commerce, was marked Respondent's Exhibit A-13 for identification.)

Mr. Ambler: Exhibit A-13, your Honor, is an article from the Monthly Labor Review, published by the United States Department of Commerce, which discusses the matter of war bonus to sailors during this war. As an official Government publication, I wish to move its admission into evidence.

Mr. Levinson: Objected to on the ground it is not material. It is someone else's article and his own analysis of it.

The Court: In the common parlance, I might say, "You have got me."

Mr. Ambler: I think, your Honor, a Government publication on a matter of this kind is admissible in evidence for what it may be worth. I don't

(Testimony of W. L. Williams.)

think it is binding on the Court; but, as a matter of general information, I think it is admissible, and I would appreciate the Court's reserving ruling on it if there is any question in the Court's mind.

Mr. Levinson: I will be glad to present my position on that, your Honor.

The Court: I would rather both of you would reserve your fire until you get some good law that you think supports your position on it. I would rather have some good authorities on it one way or the other.

Mr. Ambler: I might say, your Honor, that an examination of the decisions of the United States Supreme Court are replete with matter of the same general character which has a general bearing on the industry. That is the only reason it is introduced.

The Court: I realize that it is a common thing for those gentlemen who might be classed as the pedagogical members of the Court to refer to a matter of this sort, but I am not so sure but what they do not have some means of access to such articles that is not common to this court. I am not certain in my own mind as to just how they get those matters before them every time. They may have a way of getting them before them that this Court doesn't have access to.

Mr. Ambler: The article in question came from this volume. That is just an excerpt. I don't think there is any question as to the source of the exhibit.

Mr. Levinson: No. There is a lot of question as

(Testimony of W. L. Williams.)

to the substance on some of the items that appear in it, though.

Mr. Ambler: Your Honor, could we——

The Court (Interrupting): Could you wait just a moment. Were you about to ask for a recess?

Mr. Ambler: There is just one more question I wish to ask the witness.

The Court: Will you wait just a moment, please.

Now you may make your statement or ask your question, Mr. Ambler.

Mr. Ambler: You may examine.

Cross Examination

By Mr. Levinson:

Q. Mr. Williams, of the four vessels which sailed from Portland within the period of time in which the Capillo left,—the Crown City, Colbrook, Satar-tia and Capillo—were there any of the other vessels sunk? A. Of those four?

Q. Yes, outside of the Capillo?

A. Well, subsequently?

Q. Well, that is, on this particular voyage, on these voyages mentioned.

A. Not on those voyages, no.

Q. You may have lost one or two of them later?

A. Yes.

Q. Were any of the members of the crew of these four vessels interned, other than those of the Capillo? A. Not that I know of.

Q. This is the only one where internment becomes a factor? A. That is right.

(Testimony of W. L. Williams.)

Q. And as far as you know, that was the first one in your experience, in your Company's experience?

A. That is correct.

Q. Now, isn't it true, as far as the general method of signing on crews is concerned, that you have your basic agreements, so-called; the men appear before the Commissioner and sign on, and frequently accompanied by a representative of the Union; but the agreement which they finally sign, the articles, as far as the men are able to ascertain, is the agreement which follows their so-called Union agreement?

A. That is substantially right.

Q. In other words, the Union agreement is not the contract of employment between the men and the ship, that is correct, isn't it?

A. The articles usually show the basic wages.

Q. Yes.

A. And all of that, but——

Q. (Interrupting): The articles are the contract of employment, that is correct, is it not?

A. That is correct.

Q. And the way they arrive at the substance of the articles, where they finally agree upon it, are the terms of the Union agreement?

A. Yes, but there are things that they——

Q. (Interrupting): You just answer my questions.

Mr. Ambler: Just a moment. Let the witness answer the question.

(Testimony of W. L. Williams.)

Mr. Levinson: I know, but he can answer my question yes or no.

The Court: I think, if it is capable of receiving a direct answer, you ought to make the answer direct and responsive; and then, if you feel, in order to make it full and clear and fair, that you should make an additional statement, you will be given that opportunity.

Mr. Levinson: Will you read the question.

(Whereupon, the question was read by the reporter.)

A. Yes.

Q. That is correct, isn't it? A. Yes.

Q. Now, it is true that sometimes there is something ambiguous in the articles, or they may leave something for some further determination, is that correct?

A. There is nothing ambiguous about the articles themselves.

Q. All right. They just speak for themselves. That was the contract of your ship at that time?

A. But I don't care to answer it that way. I would like to answer it this way, that there are other conditions that do not appear in the articles which we are governed by, namely, the contracts existing between the ship owner and the Unions, which do not appear in the articles whatsoever.

Q. As far as the members of this crew were concerned, however, their contract is evidenced by these articles, is not that correct?

(Testimony of W. L. Williams.)

A. That was not the case, because the wages, for instance, shown on the articles were not the wages that governed in paying off the men, because the wages were increased by supplemental agreements after the articles were signed, and for which the rider provided for.

Q. All right. Then that was because it appeared in the articles that if there was any increase of wages, the men were to get the benefits of that, is that not correct? A. Correct.

The Court: May I ask you this: Was the compensation actually paid to and received by these Libelants at a rate greater than stipulated in the articles signed by them?

The Witness: It was, your Honor.

Mr. Levinson: By \$10 a month.

The Court: And why was that? Why was that result accomplished?

The Witness: Because of the supplemental agreements that were negotiated with the Union after the articles were signed.

The Court: Is there any reference to it in the articles?

The Witness: Except the provision in the rider that provides for whatever the negotiation provided for, the men would get the benefit of it.

The Court: Is it your contention that the rider makes possible the appropriate payment to the Libelants of the increased wages received by them?

The Witness: Yes, your Honor.

(Testimony of W. L. Williams.)

The Court: You may further inquire.

Q. (By Mr. Levinson): At the time this rider was signed, which was dated October 11, as a matter of fact, the supplemental agreements as to increased pay were already in effect, but the men didn't know about it at that time?

A. Neither the men nor did we know about them.

Q. That is right.

Mr. Ambler: Also certain were not in effect, because the dates show that some of them were signed after the articles.

Mr. Levinson: That is the provision which states that it is further agreed that in the event of any increase in pay, overtime or war bonus.

Q. (By Mr. Levinson): It is because of that provision that you paid the additional \$10 per month?

A. That is correct.

Q. Now, up to the time that these articles were signed, and in discussing all of the various supplemental agreements and the basic agreements, was there anything in any of those supplemental agreements or basic agreements which related to the pay of bonus or wages to members of the crew in the event of the destruction of the ship and the internment of the men? Up to the last month was there anything?

A. I don't quite understand the question.

The Court: The last one, point to it. What is its identity?

(Testimony of W. L. Williams.)

Mr. Levinson: Up to the October 11th agreements.

Q. (By Mr. Levinson): Up to the supplementary agreements, Respondents Exhibits A-3 and A-4, one being dated October 9, 1941, the other being dated October 10, 1941, was there anything in any of the preceding agreements which related to the payment of a war bonus or wages while the men were interned? A. Not that I know of.

Q. Well, if I tell you that I have examined these agreements and the copies Mr. Ambler provided me, and if I say I was unable to find it—and I don't believe there are any more, is that correct?

Mr. Ambler: That is true. The first time that was provided for was in the contract with the licensed officers, made August 16, 1941.

Mr. Levinson: All right.

Q. (By Mr. Levinson): But as far as these men are concerned there was never any discussion about the payment of wages while these men were interned, prior to the time they signed these articles, is that correct? Or any agreement, lets put it that way. There was discussion.

A. We didn't know what the agreement was when we signed these articles, and that was the reason why it became necessary to put a rider on the articles.

Q. All right. I will grant you that, but on the one subject of payment to the men while they were interned, in the event of the destruction of the

(Testimony of W. L. Williams.)

vessel, am I correct when I say that was never the subject of any prior agreement, prior to the time the men signed the articles?

A. I cant say that it was.

Mr. Levinson: Will you so stipulate with me?

Mr. Ambler: Yes, I agree with you.

I also have to say, however, that that subject was the subject of very, very acute negotiation throughout that period. There had been no actual agreement reached on it prior to the October agreements, that is correct; but it was the subject of negotiation.

The Court: Will one side or the other give the witness an appropriate opportunity to state whether or not the detail was left open by the form of the reference and rider attached to the shipping articles?

Mr. Levinson: It goes further than that, your Honor. I will try and state it again this way:

Q. (By Mr. Levinson): The shipping articles, Mr. Williams, were signed on October 11, 1941. That is the rider which is at issue here. The shipping articles specifically provide, according to that rider, for the payment of war bonus during the time that the men are interned, do they not, sir?

A. That is correct.

Q. Now, is it not a fact that prior to October 11, 1941, the date that these articles were signed, to your knowledge, there was never any agreement which provided for the payment of war bonus while the men were interned?

(Testimony of W. L. Williams.)

A. I don't know of any.

Mr. Levinson:: Well, will you stipulate that is a fact?

Mr. Ambler: As far as I know, there were none with these particular two unions.

Mr. Levinson: Yes, with the Unions involved here.

Mr. Ambler: That is right.

Mr. Levinson: In other words, this is the first time there ever appeared a definite agreement where the men were to be paid war bonus while they were interned, which is the issue here.

The Witness: Or the ships that preceded her.

The Court: What do you mean, this was the first time?

Mr. Levinson: The October 11 articles.

The Court: In evidence as what exhibit?

Mr. Levinson: As Respondent's Exhibit A-2.

Q. (By Mr. Levinson): The rider, Respondent's Exhibit A-2, provides for the payment of bonus while the men are interned, that is correct, is it not?

A. That is correct.

Q. Prior to the execution of this rider, was there any agreement between the Union and the Pacific American Ship Owners providing for payment of war bonus while the men were interned?

A. Not that I know of, but there were three ships that preceded this that carried the same rider.

Q. Very well, but there was no union agreement between the Union and the Association?

A. Not that I know of.

(Testimony of W. L. Williams.)

The Court: Prior to or after the time when the shipping articles were signed with the rider attached as a part thereof, did the Unions, representing these Libelants, enter into any agreement with the Respondent in this case or its representative touching the subject matter here in suit?

The Witness: Yes, your Honor.

The Court: When was that?

The Witness: Under the Statement of Principles.

Mr. Ambler: In this contract.

Mr. Levinson: October 9 and 10.

Mr. Ambler: October 9 and 10.

The Court: Do Counsel on both sides agree that the answer to the Court's question is as stated by Mr. Ambler?

Mr. Levinson: Exhibits A-4 and A-5.

Mr. Ambler: Exhibits A-4 and A-5.

Mr. Levinson: No, Exhibits A-3 and A-4?

Mr. Ambler: Yes, that is right. Exhibits A-3 and A-4 have a particular provision covering that particular situation.

The Court: And, of course, by virtue of an agreement signed on behalf of Libelants and on behalf of Respondent, subsequent to the date of these shipping articles.

Mr. Levinson: The men didn't even know about it at the time.

The Court: Is it agreed by Counsel for both sides that the Court may take as stipulated that Respondent's Exhibits A-3 and A-4 are the agree-

(Testimony of W. L. Williams.)

ments as to bonus contemplated by the rider attached to the shipping articles, which articles are Respondent's Exhibit A-2?

Mr. Levinson: No, I won't say they are the agreement as to bonus.

The Court: Is anything else sued for in this case?

Mr. Levinson: But I will agree with your Honor that they discuss this problem, but we still haven't come to the—I do not admit the issue of the authority of the agreement.

The Court: At this point we will take about a five-minute recess.

(Recess.)

The Court: You may proceed.

Q. (By Mr. Levinson): Mr. Williams, were you present actually at the time these articles were signed, actually present?

A. I am reasonably sure that I was.

Q. You have no recollection of it, though?

A. I have no recollection.

Q. And at that time, of course, the possibilities of war and the likelihood of internment were some of the things that were considered by the men?

A. That is correct.

Q. And it was discussed. Now, as a matter of fact, while your ship was a Union vessel or Union ship, there are other Unions that sail on ships in the Pacific Coast, for instance, the National Mari-

(Testimony of W. L. Williams.)

time Union? There are other Unions involved besides these right here, are there not?

A. That is right.

Q. And there are other Union agreements? The National Maritime Union has some agreements which are involved on the Pacific Coast ships?

A. Not with Pacific Coast ships.

Q. Well, ships that sign on on the Pacific Coast?

A. That is correct, yes.

Q. And the Marine Cooks & Stewards now are also involved in some controversy with the Sailors Union of the Pacific? The Seafarers' International Union also have some marine cooks, don't they?

A. There are competitive unions, yes.

Q. Yes. So that when you come right down to it, there really is no binding union agreement that covers all men and all ships?

A. Well, I would answer that this way, that there are agreements that cover all ships.

The Court: You mean all departments in all ships?

The Witness: All departments in all ships. I don't know of any ships that are sailing that are not governed by some Union contract or other.

The Court: As to some one or all of its departments, is that what you mean?

The Witness: Yes, your Honor.

Q. (By Mr. Levinson): But they vary from time to time and from ship to ship, do they not?

A. That is correct, depending on the ship.

(Testimony of W. L. Williams.)

Q. And in the final analysis, when you settle your so-called beefs, as the sailors refer to them when they come ashore at the end of a trip, they settle them on the basis of the articles and on the basis of the so-called Union agreement?

A. That is correct.

Q. And many times they result in a compromise of the position of both the ship and the men? It is a give and take proposition?

A. If I may explain it this way, there are always differences of opinion on interpretation.

Q. That is right.

A. And if they cannot be settled directly with the men by the Company involved, they are sometimes referred to higher up, the Union officials and the officials of the Ship Owners Association; and in the event that the dispute is not settled then, it can go to arbitration.

Q. And sometimes it gets into court?

A. Sometimes it gets into court.

Q. In other words, it is each individual problem, each individual ship with its own crew, and you settle it on that basis? You never settle these disputes on an industry-wide basis when you finally come down to it?

A. Well, that is not correct, because due to this Maritime War Emergency Board, they have endeavored to set up that Board so that they will make conditions uniform, so that there will not be the question of whether one ship has a different condition or interpretation than another ship, and

(Testimony of W. L. Williams.)

they have endeavored to make all of these interpretations uniform for the entire nation and all ships.

Q. That is what you try to do?

A. That is what it is now.

Q. But you do that by trying to settle each problem in accordance with that general rule, if you can?

A. We endeavor to keep out of trouble, if we can.

Mr. Levinson: I think that it all.

Redirect Examination

By Mr. Ambler:

Q. The American Mail Line in the fall of 1941 had all of its vessels covered by agreements with the six Maritime Unions which are here mentioned?

A. That is correct.

Q. And it had no contracts with any other Unions during that period? A. It did not.

Q. And all of its employees, seagoing employees, were covered by agreements with these six unions, is that correct? A. That is correct.

Mr. Levinson: Let me ask just one more question. Where in your opinion—you just tell the Court—was there any authority given by the members of this crew to anybody to make any adjustment on their agreement afterwards?

Mr. Ambler: I submit the agreement speaks for itself.

(Testimony of W. L. Williams.)

The Court: If he wishes to take the agreement and point that out, if he can, I think Counsel is entitled to have him do so.

Mr. Ambler I have no objection.

Mr. Levinson: That seems to be the issue in your Honor's mind. Maybe this man might be able to assist us.

Mr. Ambler: I think the last paragraph is——

Mr. Levinson: (Interrupting) Well, let's see.

The Court: Will you read the question, Mr. Reporter.

(Whereupon, Mr. Levinson's question was read by the reporter.)

The Witness: Well, it is my opinion that, in the first place, the rider to the articles was introduced by the Union officials, and not necessarily by the men themselves, so the men recognized that the Unions were acting on behalf of them when the rider was first presented. So, with the reading of the first paragraph and the last paragraph, in which they agree to be bound by any supplemental agreements negotiated between the Ship Owners and the Unions, that that in itself proved that the men were giving the Union authority to act on their behalf.

The Court: The first and last paragraphs of the rider, do you mean?

The Witness: Of the rider.

The Court: To the shipping articles?

The Witness: To the shipping articles, yes.

(Testimony of W. L. Williams.)

Mr. Levinson: Now, where, outside of these shipping articles, do you know of any authority given by the members of the crew of this ship to anybody, outside of these articles, to represent them?

The Witness: I know of none.

Mr. Levinson: You know of none?

The Witness: No.

Mr. Levinson: And whatever rights that you claim to change them, arise out of the articles, is that right?

The Witness: Arise out of the agreement in the articles.

Mr. Levinson: Okeh, that is all. I have nothing further.

Q. (By Mr. Ambler): And all of your crews of all of your ships, during 1941 and before, did all of their collective bargaining through the Unions with the Association which represented your company? A. That is true.

Q. And they were paid in accordance with these various agreements which were made between the unions, acting on behalf of the employees, and the Association, acting on behalf of the Employer, is that correct?

Mr. Levinson: That is so leading, your Honor.

The Court: Try to avoid leading.

Mr. Ambler: I am trying, your Honor, to speed up this thing.

Q. (By Mr. Ambler): Is that correct?

A. That is correct.

(Testimony of W. L. Williams.)

The Court: I will have to sustain the objection.

Q. (By Mr. Ambler): Will you state whether or not all crews of all vessels of the American Mail Line, during the period of 1940 and '41, were governed by agreements and supplemental agreements entered into by the Pacific American Ship Owners Association on behalf of the employer, and the six Maritime Unions representing the seagoing personnel? A. They were.

Mr. Ambler: That is all.

Mr. Levinson: That is all.

The Court: You may step down.

(Witness excused.)

Mr. Ambler: Mr. Lintner; I want to call Mr. Lintner for one question.

The Court: You may do that.

A. R. LINTNER,

recalled as a witness in behalf of the Respondent, being previously duly sworn, testified further as follows:

Direct Examination

By Mr. Ambler:

Q. Mr. Lintner, in Respondent's Exhibit A-9 there is a statement made, which was testified to by the witness, that in the supplemental agreements of May 19, 1941, the rate of bonus to the Libelants in this case was \$60 a month, and also there was a

(Testimony of A. R. Lintner.)

provision for \$2,000 war risk insurance. Was the amount of that war risk insurance subsequently raised in the case of the crew members of the *Capillo*?

A. Yes, it was raised from \$2,000 to \$5,000 per person.

Q. Do you recall when that was done?

A. It was done on November 5, 1941.

Q. The vessel was at sea at that time, was it?

A. Yes. The vessel had sailed on October 17.

Q. Will you state whether or not that increase in the war risk insurance on the lives of the members of the crew of the vessel was made by reason of the provision contained in the October agreements covering war risk and other matters between the Pacific American Ship Owners, acting on behalf of the American Mail Line, and the six Maritime Unions?

A. Yes, it was.

Mr. Ambler: That is all.

The Court: May I ask, did any one of these Libelants thereafter accept any of the benefits of that increase?

The Witness: It was only applicable in case of death or injury.

The Court: So that there was no occasion for it being made applicable to these Libelants who are the parties suing in this case?

Mr. Ambler: Not this life insurance, no, your Honor.

The Court: All right.

Mr. Ambler: That is all, Mr. Lintner.

(Testimony of A. R. Lintner.)

Mr. Levinson: No questions.

The Court: You may step down.

(Witness excused.)

Mr. Ambler: There are two depositions in this case, your Honor, and at this time I would like to read the deposition of Mr. Wililam G. Mullins, taken in New York on November 3, 1944.

The Court: You may do that.

Mr. Ambler: May I use the original deposition for the witness, and then I will propound the interrogatories. Mr. Lintner, would you be kind enough to read the answers on this and I will read the questions.

Your Honor, this is the deposition of Mr. William G. Mullins, taken in New York on November 3, 1944, upon the stipulation; the Libelants being represented by Mr. Cantor of Counsel for the Libelants, and the Respondent being represented by myself. After the witness was sworn, the following questions were propounded and answers made.

(Whereupon, the Mullins deposition was read from page 3, line 7, to page 5, line 9, inclusive.)

Mr. Levinson: Counsel, may I ask a preliminary question. Does the American Merchant Marine Institute represent the American Mail Line?

Mr. Ambler: The American Mail Line is not a member of the American Merchant Marine Institute.

Mr. Levinson: I do not see the materiality of any of this deposition.

Mr. Ambler: I will tie it up later, your Honor. We can't prove the whole case with the first one or two witnesses.

Mr. Levinson objected to the testimony of the witness, William G. Mullins, on the ground that it is immaterial; that it had nothing to do with the controversy here involved; that the negotiations between American Merchant Marine Institute, Inc., to which American Mail Line, Ltd. did not belong and eastern unions were not material to the issues; that the American Merchant Marine Institute, Inc., only represented some fifty to sixty per cent of the operators. The court reserved ruling on the materiality of the deposition and the materiality and admissibility of Respondent's Exhibits "A" to "F", inclusive, identified in the deposition.

Mr. Levinson objected to the deposition of Mr. J. B. Bryan on the ground that it is not material and relates to facts which have no bearing on the issues before the court. The court reserved ruling on the depositions of Mr. J. B. Bryan and on the Respondent's Exhibits A, G, H, I and J identified therein. At the conclusion of the reading of the depositions, the court overruled libelants' objections and received both depositions as part of respondent's case.

District Court of the United States for the Western
District of Washington, Northern Division

Ad. 14,625

EDWARD J. STEEVES, HUGO CALGAN,
WILLIAM A. PORTER and SAMUEL S.
TAYLOR,

Libelants,

against

AMERICAN MAIL LINE, LTD., a corporation,
Respondent.

Deposition of William G. Mullins, a witness
called on behalf of the Respondent, at the offices of
Messrs. Tompkins, Boal & Tompkins, 116 John
Street, New York City, on November 3, 1944.

Appearances:

Messrs. Grosseup, Morrow & Ambler
(Mr. Ambler) for Respondent.

Richard M. Cantor, Esq.,
for Libelants.

WILLIAM G. MULLINS,

being duly sworn and examined as a witness on be-
half of the respondent, in accordance with the re-
quirements of Rule XLIV of the United States
District Court promulgated on April 29, 1943, tes-
tified as follows:

Direct Examination

By Mr. Ambler:

Q. Where do you reside?

(Deposition of William G. Mullins.)

A. 268—67th Street, Brooklyn.

Q. How long have you resided in the State of New York? A. About 25 years.

Q. Do you expect to continue to reside in this State? A. Yes.

Q. What is your present occupation?

A. I am the Director of the Labor Relations Bureau of the American Merchant Marine Institute, Inc.

Q. How long have you been employed by the American Merchant Marine Institute?

A. About 12 years.

Q. Have you at all times been doing the same type of work?

A. Not for the whole of that time; for the past five years I have been doing labor relations work as director of the bureau exclusively—since 1938.

Q. Since 1938 you have been doing exclusively labor relations work? A. Yes.

Q. What is the American Merchant Marine Institute?

A. A trade association composed of American steamship companies.

Q. Engaged in offshore trade?

A. Offshore and coastwise and intercoastal and foreign trade aboard seagoing merchant ships.

Q. In 1941 can you give me approximately what proportion in number of the companies so engaged on the Atlantic coast were members of your association?

A. In number of companies we had between 50%

(Deposition of William G. Mullins.)

and 60%; in tonnage owned or operated by American flag companies we had 75%.

Q. Those companies as you say were engaged in coastwise and foreign trade?

A. Yes, that is correct.

Q. Since 1938, in your position as director of the labor relations bureau, have you had custody of the records of the association as far as labor matters were concerned? A. I have had.

Q. Just what is the function of the American Merchant Marine Institute in labor matters for its members; what does it do?

A. The Institute has negotiated with unions representing the employees of American flag steamship companies—seagoing employees—and has negotiated with them collective bargaining agreements in behalf of the companies, covering wages and working conditions and including agreements covering war bonuses.

Q. You are familiar with all of the negotiations in labor matters carried on by the Institute on behalf of its various members since 1938?

A. I am.

Q. With what maritime unions did you make contracts during the period since 1938?

A. The Institute has negotiated contracts for various of its member companies since 1938 with some eight or nine unions; I can name them if necessary.

Q. With what unions did you negotiate in 1941?

(Deposition of William G. Mullins.)

A. With the National Organization of Masters, Mates and Pilots of America, the National Marine Engineers Beneficial Association, the National Maritime Union of America, the American Communications Association, CIO, the Commercial Telegraphers' Union.

Q. Those last two unions comprise the radio operators?

A. That is correct. There may have been other unions that I don't recall at the moment.

Q. Have you ever negotiated any contracts with the Sailors' Union of the Pacific?

A. We have not.

Q. Have you ever negotiated any contracts with the Seafarers International Union?

A. There were negotiations in behalf of one of our member companies with the Seafarers International Union; my recollection however is that it did not terminate in an agreement.

Q. The Masters, Mates and Pilots and the Engineers' Union, the NMEBU, the second union you mentioned, have a membership on both the Atlantic and Pacific Coast, do they not?

A. They do.

Q. You were at that time negotiating primarily with those unions for the Atlantic Coast operation, were you not?

A. The negotiations with the National Organization of Masters, Mates and Pilots and the National Marine Engineers Beneficial Association in particular were carried on in behalf of individual

(Deposition of William G. Mullins.)

steamship companies, members of the Institute. These agreements when completed were signed in most cases by the union's business agent or representative in the particular port in which the agreement was negotiated. These locals or representatives were on the Atlantic and Gulf coasts; none on agreements covering operations on the Pacific coast; however, it is not entirely correct to say that every one of the agreements applied uniformly to the Atlantic and Gulf coasts.

Q. Some of the vessels you mean went into the Pacific with the crews aboard and of course that covered the operations during that period?

A. That is correct.

Q. During the year 1941 and for some time prior to that, how was the compensation of offshore personnel divided?

A. From early in 1940 the compensation of sea-going personnel has consisted of basic wages and temporary emergency increase, sometimes called a temporary emergency wage, and war bonuses, the last named being in varying amounts from time to time.

Q. Were those three types of compensation covered generally by the same contract or were they covered by addenda or by supplements or what was the mechanics?

A. The three types of compensation were first contained in collective bargaining agreements to which addenda or supplements were added, providing for certain amounts of temporary emergency

(Deposition of William G. Mullins.)

compensation and war bonuses; as time went on and contracts were renewed, all three conditions were incorporated within the collective bargaining agreements.

Q. In July, 1941, were you familiar with any negotiations which were conducted in respect to bonuses for offshore employees?

A. In July, 1941, the conference was called at the request of Rear Admiral Emory S. Land, Administrator of the War Shipping Administration—I am not sure whether his title at that time was Administrator of the War Shipping Administration or Chairman of the Maritime Commission—but at any rate he called the conference under the auspices of the Maritime Commission and the United States Department of Labor with representatives of the unions representing licensed seagoing personnel and the representatives of the steamship companies in Washington.

Q. Did that cover any particular union, that first conference?

A. No; the invitation or request for the meeting was transmitted to all licensed personnel unions.

Q. Was that on the Atlantic and Pacific coast, both? A. Yes.

Q. Were there any employer groups or individual employers invited to that meeting?

A. The American Merchant Marine Institute was invited, the Pacific American Shipowners' Association was invited and invitations were sent I understand to a number of individual steamship

(Deposition of William G. Mullins.)

companies who were not members of either of these associations.

Q. As a result of this invitation was there a meeting held of these particular groups?

A. A meeting was held in Washington in August, the exact dates of which I can't remember—the middle or second week of August.

Q. You may refresh your recollection as to the date from your records.

A. August 12, 1941.

Q. As a result of those meetings in August, 1941, was any agreement reached between the employers and any seagoing unions?

A. An agreement was reached as a result of that conference and was signed by the representatives of the licensed officers' unions present and by the representatives of the steamship company; also it was signed by the War Shipping Administration and the Department of Labor representative, if I am not mistaken.

Q. Do you have there the original of that agreement to which you refer?

A. Yes, I do have it.

Q. Prior to those meetings were there any demands served by the Masters, Mates and Pilots and the National Marine Engineers Beneficial Association? A. There were.

Mr. Ambler: I ask to have this agreement marked for identification.

(Agreement marked Respondent's Exhibit A for Identification.)

(Deposition of William G. Mullins.)

Q. You are familiar with the demands served by those two unions at that time? A. Yes.

Q. Handing you Respondent's Exhibit A for Identification, will you state whether or not that is a true copy of the demands which were served at the time of that meeting?

A. I have a copy of that and that is a true copy.

Q. Coming to the contract which was subsequently signed, will you give me the date of the contract signed after these proposals had been made and negotiations were had?

A. The agreement signed by the representatives of the licensed officers' unions, the steamship companies, Department of Labor and the Maritime Commission is dated August 16, 1941.

Q. Do you have the original there?

A. Yes, I have.

Mr. Ambler: I ask to have this agreement marked for identification.

(Agreement dated August 16, 1941, marked Respondent's Exhibit B for Identification.)

Q. Handing you Respondent's Exhibit B for Identification, will you examine that and tell me if that is a true copy of the original which is in your files, and will you also check the one or two documents attached to that; will you check these to see that they are also correct?

A. The copy of the agreement dated August 16, 1941, appears to be a true copy of the original which I have in my file. Attached to it is a letter signed

(Deposition of William G. Mullins.)

“E. S. Land, Chairman, United States Maritime Commission” addressed to Mr. Frank J. Taylor, President, American Merchant Marine Institute.

Q. That was the letter you referred to a while ago as having been the letter calling this conference?

A. Calling a conference for August 12th.

Q. That is dated July 22, 1941?

A. Yes, the original of which I have in my files. There is also attached to this agreement a form of letter sent to individual steamship companies by Admiral Land advising them of the conference and asking them to attend. Also attached is a copy of the opening remarks by Commissioner McCauley at the conference on August 12, 1941.

Q. That last document is merely a copy from the transcript of that hearing?

A. That is correct.

Q. You have a transcript of that hearing?

A. I have a transcript of the hearing.

Q. Subsequent to the signing of this contract did your Association communicate the results of that conference to your membership?

A. We did, in a circular letter dated August 18, 1941.

Mr. Ambler: I might say for the record that the matter which appears on what I am going to have now identified as Exhibit C for Identification, which is in pencil and ink has no significance whatsoever. It is the contents only I am interested in.

(Deposition of William G. Mullins.)

(Circular letter marked Respondent's Exhibit C for Identification.)

Q. Handing you Respondent's Exhibit C for Identification, will you state whether or not that is a true and correct copy of the circular you sent out under date of August 18, 1941 to your membership?

A. It is a correct copy of that circular.

Q. Referring you to that circular, the last paragraph reads as follows: "Conferences will continue tomorrow, August 19th, for the unlicensed personnel at which time the committee of the institute will be represented in behalf of its members. The conferences for the staff officers and radio operators originally scheduled for August 15th have been postponed until August 26, 1941." Did the conferences which are there mentioned for labor organizations continue?

A. The conference with the representatives of the unlicensed seagoing personnel was held on August 19th. I don't know that any conference was held with representatives of the staff officers or radio operators.

Q. But there were conferences with the representatives of the unlicensed personnel?

A. That is correct.

Q. Did those conferences result in any contract between any of the members of your association and those unions?

A. No, the conference of August 19th resulted in no agreement.

(Deposition of William G. Mullins.)

Q. Were there any subsequent negotiations or was an agreement later reached with any of the unions representing offshore unlicensed personnel?

A. At the conference of August 19th the representatives of the Seafarers' International Union expressed themselves as dissatisfied with the kind of agreement that had been worked out for the licensed officers and expressed themselves as preferring to negotiate separately with the companies with whom they had collective bargaining agreements. Following that conference of August 19th the Seafarers' International Union did negotiate with several of the companies and the Institute acted as the representative for the companies.

Q. Was there another invitation issued by Admiral Land on or about that time in connection with the unions?

A. On September 22nd Admiral Land telegraphed Mr. F. A. Taylor, President of the Institute, as follows: "Maritime Commission views with concern and anxiety the danger to shipping so vitally needed for national defense and all out aid to the democracies unless some method and procedure are immediately found and resorted to which will remove future sources of contention between all elements of the industry and which will stabilize and to a greater extent than now prevails standardize bonuses on our various trade routes. Believing that the solution of these problems rests primarily in the hands of representatives of operators and representatives of personnel and that these

(Deposition of William G. Mullins.)

objectives can be secured through a joint meeting, the Maritime Commission will if requested by these representatives call such a meeting. We therefore offer the facilities of the Maritime Commission for purposes of holding conferences between the Seafarers' International Union, National Maritime Union, Sailors' Union of Pacific, Marine Cooks & Stewards of Pacific and Marine Firemen, Oilers, Water Tenders and Wipers Association of Pacific representing unlicensed personnel of vessels operated by companies who have collective bargaining agreements with those unions and the American Merchant Marine Institute, also the Pacific American Shipowners Association representing the owners, also other owners not members of those associations so that agreement can be reached between the owners and the unlicensed personnel with respect to war bonuses and war risk areas. Will be glad to make our facilities available for meeting in Washington Thursday this week. The Maritime Commission urges immediate return to work and sailing of vessels. Will appreciate your telegraphic reply. E. S. Land, U. S. Maritime Commission."

Q. Subsequent to that, was there any agreement reached between employers and unlicensed personnel?

A. No, shortly after receipt of that telegram the dispute between Seafarers International Union and the companies with which it was negotiating was certified to the National Defense Mediation Board.

(Deposition of William G. Mullins.)

Q. As a result of that action, what took place, if anything?

A. As a result of the proceeding before the National Defense Mediation Board a decision was handed down under Case No. 80.

Q. Who was on that board of the National Defense Mediation Board?

A. The board was composed of Charles E. Wyzanski, Jr., who represented the public; George H. Mead, who represented employers, and Robert J. Watt, representing employees.

Q. Do you have a copy of that decision there?

A. I have a copy of the decision.

Mr. Ambler: I ask to have this paper marked for identification.

(Copy of decision of National Defense Mediation Board marked Respondent's Exhibit D for Identification.)

Q. Handing you Respondent's Exhibit D, will you state whether or not that is a true copy of the decision of the board to which you have just referred?

A. It appears to be a correct copy down to and including the signatures of the members of the National Defense Mediation Board; however, in the original copy in my file there is added the following: "The representatives of the shipowners agree to urge those they represent to accept these recommendations" following which statement are the signatures of five representatives of the steamship companies.

(Deposition of William G. Mullins.)

Q. Are there any other matters on your original?

A. Following the decision also there is the following: "The representatives of the Sailors Union of the Pacific agree to urge those they represent to accept these recommendations" and the signature of two of their representatives; also the following "The representatives of the Seafarers International Union of North America, Atlantic and Gulf District, though not fully in accord with the recommendations, agree to carry back these recommendations to the union membership and to explain to the membership the circumstances as to why it is to the union's interest to accept these recommendations and explain to them their responsibility in connection with these recommendations" following which statement are the signatures of four representatives of the Seafarers International Union.

Q. Following these recommendations of this board were they subsequently accepted by the parties to the hearing?

A. Following the recommendations of the National Defense Mediation Board, an agreement was entered into by many of the steamship companies, members of the Institute, and the National Maritime Union of America——

Q. Before we come to that, were the recommendations of this board accepted by the parties?

A. To the best of my knowledge they were in the sense they were adverted to and made effective on the ships of the company.

(Deposition of William G. Mullins.)

Q. By both the unions and the employers, parties to this agreement? A. Yes.

Q. Subsequent to Case No. 80, did your Institute on behalf of its members or any of them conduct any negotiations with the National Maritime Union looking to a contract?

A. Commencing in September, 1941, the Institute in behalf of some 23 or 24 of its member companies was in negotiation with the National Maritime Union for renewal of the current collective bargaining agreement.

Q. Did that have to do with basic wages or emergency increases or war bonuses or all three?

A. The collective bargaining agreement included provision for basic wages and temporary emergency compensation; it also contained a clause under which negotiations could be undertaken for a war bonus—for payment of a war bonus—on completion of the new agreement which took place on October 31, 1941.

Q. This is the date of the agreement between the Institute on behalf of its members and the NMU covering basic wages and emergency increases?

A. Yes.

Q. That was dated October 31, 1941?

A. Yes.

Q. Did you at or about that time conclude on behalf of your members an agreement covering war bonus?

A. We did, on November 6, 1941, complete a

(Deposition of William G. Mullins.)

supplementary agreement with the National Maritime Union of America which provided for payment of war bonuses and certain other war risk benefits to the seamen.

Q. Was that a standard form of contract which was negotiated between your institute on behalf of its members and the union?

A. It was a standard form of contract signed by all the member companies of the institute which had recognized the NMU as the agent for collective bargaining for their unlicensed personnel.

Mr. Ambler: I ask to have this document marked for identification.

(Form of supplementary agreement dated November 6, 1941, marked Respondent's Exhibit E for Identification).

Q. Handing you Respondent's Exhibit E for Identification which purports to be a form of supplementary agreement between National Maritime Union and an employer dated November 6, 1941, will you state whether or not that is a true and correct copy of the form of contract which was negotiated to be signed by your member companies and the NMU?

A. It is a correct copy.

Q. And those contracts were signed, were they, between your member companies who recognized the NMU as agent of their employees for collective bargaining in the unlicensed department?

A. They were.

Q. Was there a supplemental agreement nego-

(Deposition of William G. Mullins.)

tiated between your association and its member companies and the NMU covering the same subject of war bonuses, particularly with regard to the Rusisan trade, shortly after November 6th?

A. There was a supplementary agreement, No. 2, negotiated on December 2, 1941, providing especially for bonuses on voyages to Russia.

Mr. Ambler: I ask to have this supplementary agreement marked for identification.

(Supplementary agreement marked Respondent's Exhibit F for Identification).

Q. Handing you Respondents' Exhibit F for Identification, is that a true and correct copy of the contract to which you have just referred?

A. Yes, it is.

Q. Were the agreements dated October 6th and December 2, 1941, between your members and the NMU covering war bonuses the agreements which were in effect between those parties up until the beginning of the war on December 7, 1941?

A. They were.

Q. And they remained in effect, did they, until the establishment of the first Maritime War Emergency Board?

A. They did.

Q. Referring to Respondent's Exhibit B for Identification, which is the contract executed between your association, the Pacific American Steamship Owners Association and the National Association of Masters, Mates and Pilots of America and the National Marine Engineers Bene-

(Deposition of William G. Mullins.)

ficial Association, dated August 16, 1941, did that contract remain unchanged between the parties between the time of its execution and the commencement of the war on December 7, 1941, and the subsequent formation of the Maritime War Emergency Board?

A. No, it was changed in respect to the percentage of war bonus to be paid; as originally signed, the agreement provided 60% of basic wages for certain voyages and 25% for others.

Q. Could you tell me approximately when that change was made from 60% which is provided for in Respondent's Exhibit B for Identification and the amount which was later agreed upon?

A. These rates were changed from 60% to 66 2/3% of basic wages and from 25% to 27 1/2% of basic wages.

Q. Under what date was that?

A. Under date of October 21, 1941, by grant of the United States Maritime Commission, pursuant to a provision of the August 16th agreement whereby the Department of Labor and the Maritime Commisison undertook jointly to examine all facts pertaining to the agreement at the expiration of 30 days from the date thereof and if it were found that inequalities existed detrimental to the licensed officers, that those joint recommendations would be made by the Department of Labor and the Maritime Commission for the correction of such inequalities.

(Deposition of William G. Mullins.)

Q. You mean if any inequalities resulted as a result of contracts with the unlicensed personnel which might adversely affect the licensed officers?

A. Inequalities as compared to other groups employed on the vessel.

Q. What was the date the Commission reported there were inequalities?

A. On October 21, 1941 the Commission found that as a result of the recommendations of the National Defense Mediation Board in Case No. 8, whereby the war bonus for unlicensed seagoing personnel was fixed at \$80 per month, that proportionate changes should be made in the licensed officers' agreement.

Q. And except for the increases in the percentage that you have described, the contract of August 16, 1941 (Respondent's Exhibit B for Identification) remained unchanged until the creation of the War Emergency Board? A. It did.

Q. Did your association have any negotiations with the radio operators during this period or say August until December, 1941?

A. During the period August to December, 1941, the institute was in negotiation with the American Communications Association in behalf of a group of its member companies looking toward the completion of a collective bargaining agreement covering wages and working conditions.

Q. Did you ever arrive at a contract with the radio operators prior to the commencement of the war on December 7, 1941? A. We did not.

(Deposition of William G. Mullins.)

Q. What subsequently happened as far as your negotiations with them were concerned?

A. Following the inability of the companies and the unions to agree, the dispute was referred to an arbitrator named by the United States Department of Labor; the arbitration award was handed down in February, 1942.

Q. And was there then a contract made between your institute on behalf of its members and the American Communications Association?

A. Following the arbitrator's award an agreement was executed by member companies of the institute and the American Communications Association.

Q. That adopted the decisions of the War Emergency Board, did it not?

A. At the same time that this collective bargaining agreement was executed a supplementary agreement was signed covering war bonuses in which more of the provisions of the first decision of the Maritime War Emergency Board were incorporated.

Q. The contracts of August 16, 1941 between your association and the Masters, Mates and Pilots and the licensed engineers cover the field as far as your negotiations on behalf of your members from August, 1941 to December, 1941, as far as licensed personnel is concerned, do they not?

A. That covered substantially all of the negotiations; there may have been negotiations in behalf of individual steamship companies covering some phase

(Deposition of William G. Mullins.)

of their collective bargaining relationships with these unions.

Q. As far as war bonus is concerned, is that true?

A. That is correct as far as war bonus is concerned.

Q. As far as all unlicensed personnel which would include not only sailors but firemen, oilers, water tenders, waiters, cooks, messmen,—they are all represented as I understand on the Atlantic Coast by the NMU?

A. The unlicensed personnel represented by the NMU include members of the deck, engine and steward's department, sailors, firemen, oilers and messmen and other steward's department ratings. However, the representation of the NMU is not complete for the whole unlicensed personnel, because the Seafarers International Union represents members of the deck department.

Q. Did your association have any contracts with the Seafarers International Union covering bonus during the period from August, 1941 to December, 1941 other than this case 80?

A. We had no agreement with Seafarers International Union covering war bonus in the fall of 1941.

Q. Referring you to Respondent's Exhibit B for Identification and Respondent's Exhibit E for Identification and Respondent's Exhibit F for Identification, did these three contracts have any specific

(Deposition of William G. Mullins.)

provision with regard to the rights of the parties in case of internment of the crew?

A. All three agreements contain provision pertaining to the internment of the crew.

Q. And are those payments provided by the three contracts the same?

A. Yes, essentially the same.

Q. They provide, do they not, that during the period of internment the employee is to receive basic wages plus emergency increase?

A. That is correct.

Q. Was that same method of compensation in the case of internment true prior to August, 1941, or had there been any change at or about that time?

A. Prior to 1941, the clause with respect to internment of crew varied in different contracts.

Q. Some contracts provided I think for payment of bonuses during internment?

A. That is correct.

Q. And some didn't?

A. That is also correct.

Q. It wasn't until the fall of 1941 that this was standardized, as far as the Atlantic and Gulf were concerned, by those contracts which you have before you?

A. Commencing in August, 1941, for the licensed, and in November and December, 1941, for the unlicensed personnel.

Q. Your association as you testified does not comprise the entire shipping industry; can you state whether or not from your familiarity with the

(Deposition of William G. Mullins.)

various negotiations on labor agreements, your association has set the pattern on the Atlantic and Pacific Coast, generally speaking for labor agreements since August, 1941?

Mr. Cantor: I object to that as covering a great deal of territory.

A. Generally speaking, that is correct.

Q. Referring to Respondent's Exhibit E for Identification, will you tell me when that became effective?

A. It became effective on October 1, 1941, on ships, whether at sea or in port.

Q. My attention has been called to an article entitled Series No. R-1614, from the Monthly Labor Review of January, 1944, entitled "War Risk Bonuses for Seafaring Personnel." On page 3 of this article there is this paragraph: "Thus an agreement of National Maritime Union with the company members of the American Merchant Marine Institute effective October 1, 1941, sanctioned a port bonus of \$100 for the localities within the Suez Canal and added a special bonus of five dollars per day for each additional day beyond five spent in Suez Canal ports. In the event of the loss of a vessel as a result of hostilities, provision was made for the payment of full wages, bonus, and travel cost by the company up to and including the day of arrival at a continental United States port. Emphasizing particularly the word "bonus" in the sentence I have just read, did your institute have any agreement such as that mentioned in this article provid-

(Deposition of William G. Mullins.)

ing for payment of bonus under those circumstances?

A. I know of no such agreement providing for payment of bonuses during internment of crew as described in that sentence.

Q. Are the other matters mentioned in there, the port bonus for localities within the Suez Canal, are they mentioned in Respondent's Exhibit E for Identification?

A. The sentence you read appears to refer to the supplementary agreement between member companies of the National Maritime Union, made on November 6, 1941, Exhibit E, which became effective on October 1, 1941, and which contains provisions for the payment of a port bonus of \$100 for entering the Suez Canal, and an additional bonus of \$5 per day for each day spent at Suez beyond five days.

Q. The compensation provided by that contract in the event of loss of the vessel and internment of the crew is for payment of full wages and emergency increase only; is it not?

A. That is correct.

Q. Has there been sometimes a confusion between the term "bonus" and "emergency increase?"

A. Occasionally there has been confusion as to the meaning of the term "emergency wages" or "bonus;" people have sometimes thought "emergency wage" referred to "war bonus."

Q. That situation however was pretty well clari-

(Deposition of William G. Mullins.)

fied by the fall of 1941; was it not, the distinction between the two? A. I would say so.

Cross Examination

By Mr. Cantor:

Q. Where was that clarification made and by whom?

A. The distinction between a temporary emergency award and a war bonus has been to my mind clearly stated in agreements that have been made 1940; however, people who have not been familiar with these agreements have at times been confused when they read one term.

Q. You stated categorically that that confusion, if it be confusion, was clarified by the fall of 1941; I would like to know in what manner it was clarified and by whom and through whom?

A. The meaning of the term "temporary emergency compensation" and the meaning of the term "war bonus" was cleared in the agreements that were negotiated for the period prior to our entry into the war in December, 1941, and generally speaking there was no confusion.

Q. What is your definition of the term "emergency wages?"

A. "Emergency award" and "emergency wage" as it has been used in the contracts negotiated with the seagoing unions since 1940 has referred to a wage paid for the duration of the war; it was termed an emergency wage because at the time it was first negotiated the United States was not at

(Deposition of William G. Mullins.)

war but there did exist what was called at that time a state of emergency.

Q. Wasn't this emergency wage paid as a bonus for the extra risk that the men were subjected to during that particular period?

A. No. It was paid as a wage increase in consideration of the great activity in shipping that had come about in the period from 1939 on and represented an agreement between the unions and the companies as to the payment of increased wages. It was understood however that the increased activity was due to the war that was going on in Europe, that when the war came to an end the probability is that the increased shipping activity also would come to an end and the increased wage would disappear.

Q. Your definition of emergency wage is a small increase in wages that was given those men because of the general stiffening of the wage rate that was in effect; that is correct?

A. That is correct.

Q. It has no reference to the bonus that was given to them?

A. No, sir.

Q. Have you a contract with you where that definition appears?

A. I do not have a copy of that with me, but the collective bargaining agreement between the NMU and the companies which was made on October 31, 1941, had a provision for the payment of basic wages and temporary emergency wage increase.

Q. By "temporary emergency wage increase"

(Deposition of William G. Mullins.)

you mean a small increase in the rate of wages paid before was called an emergency payment?

A. That is correct.

Q. Will you take a look at the supplemental contract between the National Maritime Union and an unspecified company, as one of the exhibits here, apparently made in December 2, 1941; look at the part that says "Now, therefore, it is agreed that" the emergency compensation to cover war risk hazards to unlicensed personnel of the company's vessels shall be as follows:" Doesn't the rest distinctly refer to bonus for war hazard?

A. Yes.

Q. That called it "emergency compensation?"

A. Yes.

Q. You say that term as employed there has a different connotation from emergency wages as appearing in Paragraph 4 of the same agreement?

A. Yes, it has a different connotation.

Q. Is there any provision here made for the payment of bonus in the event that the vessel is interned, destroyed or abandoned as a result of war operations, according to your interpretation of the term "emergency wage?"

A. No.

Q. Do you mean to contend that it was the intention of the framers of this agreement that no bonus payments were to be made to the men in the event the vessel was destroyed or abandoned as a result of war operations?

A. That is right.

Q. You are serious about that contention?

A. Yes.

(Deposition of William G. Mullins.)

Mr. Ambler: It is agreed that the Respondent's Exhibits A-F inclusive which have been identified by the witness may be attached to the original and forwarded to the clerk of the appropriate court. It is also agreed that the substitution of copies of the exhibits in lieu of originals will not be objected to.

DEPOSITION OF J. B. BRYAN

J. B. BRYAN,

having been duly cautioned and sworn by the Notary Public to speak the truth, the whole truth, and nothing but the truth, depose and saith as follows:

Written Interrogatories Propounded to J. B. Bryan
by Notary Public Frank L. Owen, and Answers
to Written Interrogatories.

1. To the first interrogatory, as follows: State your name, present residence and occupation.

He saith: J. B. Bryan, 3007, 20th Avenue, San Francisco, California, President of Pacific American Shipowners Association.

2. To the second interrogatory, as follows: How long have you been engaged in this occupation?

He saith: Seven years as President, and prior to that time I was Secretary.

3. To the third interrogatory, as follows: Give a list of members of Pacific American Shipowners Association in the fall of 1941.

He saith: They are the following:

Admiral Oriental Line

(Deposition of J. B. Bryan.)

American-Hawaiian Steamship Company

American Mail Line

American President Lines, Ltd.

Alaska Steamship Company

Alaska Transportation Company

Coastwise Lines

W. R. Grace & Company

Luckenbach Gulf Steamship Company

Matson Navigation Company

The Oceanic Steamship Company

McCormick Steamship Company

Northland Transportation Company

Pacific Lighterage Corporation

Pacific Republics Line

Santa Ana Steamship Company

States Steamship Company

Pacific-Atlantic Steamship Company

Sudden and Christenson

Shepard Steamship Company

Weyerhaeuser Steamship Company

Union Sulphur Company.

4. To the fourth interrogatory, as follows: State briefly the nature of the participation of Pacific American Shipowners Association in labor negotiations during the past five years.

He saith: Pacific American Shipowners Association was formed January 23, 1936, and ever since its formation it has acted in labor relations between its members and unions of seafaring employees on the Pacific Coast, negotiating and executing collec-

(Deposition of J. B. Bryan.)

tive bargaining contracts on behalf of its members and attending to matters relating to their performance. For some years it has had contracts with six maritime unions operating on the Pacific Coast. Two of these are affiliated with the American Federation of Labor, three of them with the CIO and the remaining union is affiliated with neither. Since the middle of 1937 the Association has been able to successfully negotiate contracts with these unions relating to wages and working conditions. Commencing in the fall of 1939 collective bargaining agreements made by the Association on behalf of its members contained a provision for special settlement of bonuses on voyages in war zones. Previous to this time the Association had not negotiated for its members on the subject of war bonus. At first individual companies directly concerned settled the question and amount of war bonuses. This, however, led to inequities and confusion, so in 1940 the Association undertook to establish general standards through general agreements with each union on a uniform basis applicable to all ships entering defined war zones. These agreements, originally made in 1940, remained in effect until February, 1941, when certain adjustments and changes were made. Some additional changes were made in some agreements in May, 1941. At this time there was particularly keen rivalry between Pacific and Atlantic unions on the negotiation of bonus agreements. Their settlement had proved temporary and serious work stoppages had resulted. To remedy

(Deposition of J. B. Bryan.)

this instability in the bonus rates, the United States Maritime Commission and the Department of Labor called conferences of Atlantic and Pacific shipowners and unions in July and August, 1941, which resulted in a contract dated August 16, 1941, between the American Merchant Marine Institute, Inc., and Pacific American Shipowners Association, on the one hand, and the two unions representing licensed personnel, on the other hand.

5. To the fifth interrogatory, as follows: Give the names of the Maritime Unions with which your Association has been primarily engaged in negotiations during the last five (5) years.

He saith: National Association of Masters, Mates and Pilots of America, West Coast Local No. 90;

National Marine Engineers' Beneficial Association of America; American Communications Association (Marine Division);

Sailors' Union of the Pacific;

Pacific Coast Marine Firemen, Oilers, Watertenders & Wipers Association;

Marine Cooks and Stewards Association of the Pacific Coast.

6. To the sixth interrogatory, as follows:

(a) State whether or not you participated in the negotiations and conferences which ultimately resulted in a contract dated August 16, 1941, between National Organization of Masters, Mates and Pilots of America, National Marine Engineers' Beneficial Association, United Licensed Officers Association

(Deposition of J. B. Bryan.)

and American Merchant Marine Institute, Inc., and Pacific American Shipowners Association.

He saith: Yes.

(b) State briefly the subject matter of these negotiations and conferences and reasons for same.

He saith: As stated in my answer to Question 5, the negotiations and conferences in July and August, 1941, with the Masters, Mates and Pilots and licensed Engineers had to do not with general working conditions, but with war bonus benefits in the case of war risks.

7. To the seventh interrogatory, as follows:

(a) In the negotiations and conferences terminating in this contract of August 16, 1941, were any written demands made by the above two labor organizations?

He saith: Yes.

(b) If your answer to the foregoing is "yes," please attach and identify copy of same.

He saith: Respondent's Exhibit A, attached to this deposition, has been previously identified under the same identifying letter in the deposition of William G. Mullins taken in New York City November 3rd, 1944.

8. To the eighth interrogatory, as follows:

(a) In the negotiations and conferences terminating in this contract were there any written counter-proposals made by Pacific American Shipowners Association and American Merchant Marine Institute, Inc.?

He saith: Yes.

(Deposition of J. B. Bryan.)

(b) If your answer to the foregoing is "yes", please identify and attach copy of same.

He saith: Attached and marked Respondent's Exhibit G is a true, full and complete copy of the written counter-proposals made by Pacific American Shipowners Association and American Merchant Marine Institute, Inc., to the demands of the Masters, Mates and Pilots and Engineers during negotiations and conferences held in New York in July and August, 1941; which negotiations and conferences resulted in a contract of August 16, 1941; copy attached, marked Exhibit B. This was previously identified under that identifying letter in the deposition of William G. Mullins, taken in New York, November 3, 1944.

9. To the ninth interrogatory, as follows: Was any agreement reached between Pacific American Shipowners Association and the Radio Operators and the three Unions representing the unlicensed personnel at or about this time?

He saith: Some meetings were held but no agreement was reached with any of the four unions mentioned.

10. To the tenth interrogatory, as follows:

(a) At or about this time were any written demands made upon the Pacific American Shipowners Association by any of the Unions representing the Radio Operators or any of the Unions representing unlicensed personnel?

He saith: Yes.

(Deposition of J. B. Bryan.)

(b) If your answer to the foregoing is "yes", please identify and attach copy of same.

He saith: Attached to and made a part hereof, and marked Respondent's Exhibit H, is a full, true and complete copy of demands dated September 15, 1941, made upon the members of the Pacific American Shipowners Association by the Pacific Coast Marine Firemen, Oilers, Watertenders and Wipers Association. As in the case of the conferences and negotiations in July and August, 1941, with the licensed personnel these demands had to do primarily with war bonus and compensation for war risk.

Attached to and made a part hereof, marked Respondent's Exhibit I, is a true, full and complete copy of the demands made upon the members of the Pacific American Shipowners Association by the Sailors' Union of the Pacific dated September 16, 1941. As in the case of the demands of the Marine Firemen these demands have to do primarily with war bonus and compensation for war risks.

My files do not show any written demands made upon the Association or its members by the Radio Operators or the Cooks and Stewards Union at this time. It is my recollection that the latter two unions were merely waiting to see the results of current negotiations by other unions.

11. To the eleventh interrogatory, as follows: Please describe briefly what further action was taken to effect an agreement between your organi-

(Deposition of J. B. Bryan.)

zation and the Radio Operators and the unlicensed personnel.

He saith: The Association and the Radio Operators and the unlicensed personnel were unable to effect an agreement and the same situation existed on the Atlantic Coast between the American Merchant Marine Institute, Inc., and the unlicensed personnel operating on the Atlantic Coast. In September, 1941, there were many serious stoppages of work. At length in the latter part of September and early October the American Merchant Marine Institute, Inc., Pacific American Shipowners Association and Waterman Steamship Corporation and the Seafarers International Union of North America and the Sailors' Union of the Pacific were parties to a Case No. 80 before the National Defense Mediation Board covering the general subject matter of war bonus and war risk compensation.

12. To the twelfth interrogatory, as follows:

(a) Did you participate in the hearings in late September and early October, 1941, in Case No. 80 before the National Defense Mediation Board?

He saith: Yes.

(b) If your answer to the foregoing is in the affirmative, please describe briefly the facts leading up to the hearing and attach and identify a copy of any written recommendations of the Board.

He saith: See my answer to Question 11 above. Attached hereto, marked Respondent's Exhibit D, is a true copy of the recommendations of the Board

(Deposition of J. B. Bryan.)

of the National Defense Mediation Board in Case No. 80. This decision which is undated was rendered and distributed about October 6, 1941. It is identified by the same letter in the deposition of Mr. Mullins previously mentioned.

13. To the thirteenth interrogatory, as follows:

(a) State whether or not contracts covering war bonus and other war risk compensation were subsequently effected between your Association and the Radio Operators and the unlicensed personnel.

He saith: Yes.

(b) If your answer to the foregoing is "yes", please give the dates of the contracts so effected.

He saith: Supplementary agreement with National Association of Masters, Mates and Pilots of America, West Coast Local No. 90, October 10, 1941.

Supplementary agreement with Marine Engineers' Beneficial Association October 15, 1941.

Supplementary agreement with American Communications Association (Marine Division) October 16, 1941.

Supplementary agreement with Sailors' Union of the Pacific, October 9, 1941.

Supplementary agreement with Pacific Coast Marine Firemen, Oilers, Watertenders and Wipers Association, October 9, 1941.

Supplementary agreement with Marine Cooks and Stewards Association of the Pacific Coast, October 10, 1941.

(Deposition of J. B. Bryan.)

14. To the fourteenth interrogatory, as follows:

(a) State whether or not the contract of August 16, 1941, between your Association and the Masters, Mates and Pilots and the National Marine Engineers' Beneficial Association was in any way modified or amended at or about this time.

He saith: Yes.

(b) If so, give the dates of the contracts making this change and if you know, state the reason therefor.

He saith: In the agreement of the Association with the Masters, Mates and Pilots and licensed engineers, dated August 16, 1941, it is provided that the Department of Labor and the United States Maritime Commission jointly will determine whether inequities exist detrimental to licensed officers who had signed this early contract concerning the war bonus and war risk compensation. As a result of a communication from the Government finding inequities detrimental to licensed officers the percentage of bonus on the Pacific Coast in the various areas mentioned in Respondent's Exhibit B was raised from sixty per cent in the first five areas to 66 2/3 per cent in those areas.

15. To the fifteenth interrogatory, as follows:

State whether or not there was any written or oral communication between your association and the American Merchant Marine Institute, Inc., concerning the language of any clause in the contract between your Association and the above Unions

(Deposition of J. B. Bryan.)

pertaining to compensation during any possible period of detention by the enemy.

He saith: There is no written communication between the Associations nor do I recall any oral discussion between the two Associations on this subject.

16. To the sixteenth interrogatory, as follows:

(a) Subsequent to the execution of the six contracts between your Association and the Unions representing licensed personnel, Radio Operators and unlicensed personnel, has there been any written or oral communication between either your Association or the American Merchant Marine Institute, Inc., and any of the six Pacific Coast Maritime Unions concerning any possible difference in the language of your contracts concerning compensation during internment made in the fall of 1941 and similar contracts of American Merchant Marine Institute, Inc., made about the same time?

He saith: Yes.

(b) If your answer to the foregoing is "yes", please identify and attach copies of same.

He saith: I attach hereto marked Exhibit J a full, true and complete copy of a letter dated October 24, 1941, addressed by the President of the National Marine Engineers' Beneficial Association to the President of the American Merchant Marine Institute, Inc., on this subject. This is the only written communication which I have found on the subject and I have no recollection of ever having seen or heard of any answer to the same. I have

(Deposition of J. B. Bryan.)

no recollection of any oral communications on the subject.

17. To the seventeenth interrogatory, as follows:

(a) Has there been at any time to your knowledge any correspondence, protest, or other communication from your Association or the American Merchant Marine Institute, Inc., or any of the six Pacific Coast Maritime Unions to the Maritime War Emergency Board protesting or criticizing the action of the Board in adopting the rule laid down in Article 6 of Decision No. 5, Revised, of Maritime War Emergency Board, dated February 21, 1942, limiting the period of the payment of war bonus?

He saith: I know of none.

(b) If your answer to the foregoing is "yes", please identify and attach copies of same.

He saith: See my answer to Question 17 (a).

Mr. Ambler: Respondent rests.

Mr. Levinson: In all fairness to Respondent, I must say that your Honor has still reserved ruling on the various exhibits.

Mr. Ambler: At this time I have already moved the admission in evidence, and if the record does not so show, I at this time move the admission in evidence of Respondents' Exhibits A to K inclusive and A-1 to A-13 inclusive.

The Court: I would like to take them up separately. I would like to see K again. I would like

to have you state why you are entitled to have it received.

(Argument.)

The Court: You may proceed, and if there is nothing else to be said, I think I am ready to rule upon Respondent's Exhibit K. The objections to that are overruled, and that exhibit is now admitted.

(Whereupon, Respondent's Exhibit K for identification was admitted in evidence.)

RESPONDENT'S EXHIBIT "K"

Admitted Apr 6 1945.

(Adopted at the Conference of Representatives of Steamship Companies and Maritime Unions, Held in Washington, D. C. Dec. 17-19-1941 Under Joint Auspices of the U.S.M.C. and the U. S. Dept. of Labor.)

STATEMENT OF PRINCIPLES

1. Insofar as areas, war bonuses, and insurance are concerned, it is regarded as desirable and necessary that a uniform basis for each item covering the entire nation and the entire industry be reached.

2. Without waiving the right to strike, maritime labor gives the Government firm assurance that the exercise of this right will be absolutely withheld for the period of the war, on a voluntary basis therefore this is a guarantee on the part of labor that there will be no strikes during the period of the war. Representatives of employers in the mari-

time industry also guarantee there will be no lock-outs for the period of the war.

3. The utilization of collective bargaining will in no instance be impaired or restricted by reason of any action taken at this conference. It is understood and agreed that all rights guaranteed to labor and industry with respect to collective bargaining will be retained and all agreements and obligations arising as a result of collective bargaining agreements will in no way be violated. During the period of the war there shall be no limitation or curtailment of the productive or service capacities of either employer or employee.

4. To provide machinery for the settlement of disputes without interruption of service or stoppage of work during the period of the war and to insure the application of the maximum war effort and coordination of all war activities coming within the purview of the maritime industry, the Maritime War Emergency Board with the powers and purposes set forth in Exhibit A, attached hereto, will be created.

EXHIBIT A

12/18/41

Proposed Board to Expedite and Coordinate the
War Efforts of Employers and Labor in the
Maritime Industry

The unions representing the personnel of the vessels of the American Merchant Marine and the

operators of those vessels having pledged themselves to cooperate wholeheartedly in the all-out war effort of the government and to take no action during the war emergency which shall cause any interruption of the service of such vessels, it is of the utmost importance that appropriate means shall be established in order to coordinate the war efforts of employees and employers in the American Merchant Marine and to insure that all questions which may arise between them and which, if not promptly and amicably settled might lead to interruptions in such service, shall be promptly and amicably settled.

It is confidently expected that most of such questions can and will be settled through the normal procedure of collective bargaining between such unions and the steamship operators.

Under present war conditions, however, neither the unions nor the steamship operators will at all times be in position to obtain adequate information with regard to the extent of war risks in order to enable them to bargain intelligently with regard to questions relating to war risk compensation and insurance of the personnel of such vessels.

In order to afford a procedure for settling questions relating to war risk compensation and insurance which will at the same time insure that the consideration thereof shall be based upon adequate and accurate information and that such questions shall be settled in such manner as shall most certainly assist in the prosecution of the war, it is

proposed that there shall be established a board to be known as the Maritime War Emergency Board (hereinafter sometimes called the Board), or by some other suitable name, and to be composed and have the powers and duties hereinafter set forth.

The Board shall consist of three members to be named by the President of the United States with the understanding that one member shall be selected from the U. S. Department of Labor and one from the U S Maritime Commission.

Whenever any difference shall arise between any steamship operator and any union representing its employees with regard to any question relating to war risk compensation or war risk insurance of personnel of the vessels of such steamship operator and such question shall not be settled through the ordinary procedure of collective bargaining between such steamship operator and its employees, such question shall be referred to the Board by such steamship operator or such union by giving written notice to the Board and to the other party of the intention of the party giving such notice to refer such question to the Board. Such notice shall specify the question to be referred to the Board.

Upon receiving such notice the Board shall as promptly as shall be practicable afford to each party a reasonable opportunity to present evidence and argument in support of the position of such party and the Board shall thereupon render its decision

in writing with regard to such question and serve a copy thereof upon each party.

The decision of the Board upon any such question which shall be referred to it as hereinbefore set forth shall be final and binding upon all parties to the difference out of which such question arose.

The Board shall appoint advisory committees of representatives of the steamship operators and of such unions of equal representation for the purpose of consulting with and advising the Board in respect of any other matters looking toward improvement and coordination of the war effort of the United States in the Merchant Marine field.

(Sgd) JOHN J. COLLINS

Independent Unions of Licensed Officers on Tankers (Independent Unions of Unlicensed Personnel on Tankers.)

(Sgd) MATHEW D. BIGGS

Seafarers International Union of N. A.

(Sgd) A. M. HEMPHILL

National Organization Masters, Mates & Pilots of America.

(Sgd) H. MARTIN

National Organization Masters, Mates & Pilots of America.

(Sgd) JOSEPH P. SELLY

By WAYNE P. PASCAL

President, American Communications Assn.

(Sgd) GEORGE F. ANDERSON

Sec. Tr. American Merchant Marine Staff Officers Assn. Inc.

(Sgd.) E. W. WIGGINBOTHAM
Secy. Local No. 4, N. O. M. M. & P. of A.

(Sgd) CAPTAIN W. E. ANTHONY
Waterman Steamship Co. Mobile, Ala.

(Sgd) CAPT. C. F. MAY
President, American Merchant Marine Institute,
Inc.

(Sgd) FRANK J. TAYLOR
President, American Merchant Marine Institute,
Inc.

(Sgd) SAMUEL J. HOGAN
President, National Marine Engineers Beneficial
Association

(Sgd) J. B. BRYAN
Pacific American Shipowners Association

(Sgd) W. A. KIGGINS, Jr.
A. H. Bull Steamship Co. and Baltimore Insular
Line.

(Sgd) HARRY A. MORGAN
Vice President, American Communications Assn.,
C. I. O.

(Sgd) FREDERICK MYERS
Vice President, National Maritime Union

(Sgd) HOWARD McKENZIE
National Maritime Union

(Sgd) B. L. TODD
United Licensed Officers

(Sgd) HARRY LUNDBERG
Sailors Union of the Pacific

(Sgd) MORRIS WEISBERGER

Sailors Union of the Pacific

(Sgd) JACK O'DONNELL

Marine Cooks and Stewards Assn.

(Sgd) V. J. MALONE

Pacific Coast Marine Firemen, Oilers, Watertenders, Wipers Assn.

(Sgd) MARDY POLANER

Seafarers International Union of N. A., Great Lakes District.

(Sgd) JOHN HAWK

Atlantic and Gulf District of the Seafarers International Union of North America.

George Wilson and Bjorne Halling, representatives of the I. L. W. U. asked permission to initial the document after consultation with the president of their union.

(Copy)

The White House

Washington

December 19, 1941

Pursuant to the agreement reached on December 19, 1941, between representatives of the maritime industry and the labor organizations involved, and in accordance with their joint request that a board to expedite and coordinate the war efforts of the maritime industry be appointed, I hereby designate:

John R. Steelman, of the United States Department of Labor

Edward Macauley, of the United States Maritime Commission,
and

Frank P. Graham, president of the University of North Carolina to serve as members of this board.

The board shall be known as the Maritime War Emergency Board and its powers and purposes shall be those set forth in accordance with Exhibit A of the agreement referred to above.

(Signed) FRANKLIN D. ROOSEVELT

Mr. Ambler: Your Honor, if I may make a suggestion, possibly your Honor, until the matter is submitted after argument, may wish to reserve his rulings on the other exhibits until their character and their relation in the general picture is explained during my argument.

The Court: I have no objection to that suggestion. Do you have any, Mr. Levinson?

Mr. Levinson: No, I am willing to assist the Court to that extent. I am perfectly willing to stipulate with Counsel that the record may show that your Honor is reserving ruling on the admission of these exhibits until after the argument. That is what you have in mind?

Mr. Ambler: Yes. I think that would be simpler. The Court would then understand the pertinency and the general picture.

The Court: That begins with A-5 and continues to A-12. The Court wishes to rule upon the treatise

that was published in the Department of Commerce periodical.

Mr. Ambler: Your Honor has already ruled on that.

The Court: That is denied.

Mr. Ambler: Yes.

(Whereupon, Respondent's Exhibit A-13 offered in evidence and refused.)

The Court: The rest of the exhibits that I have just mentioned, the ruling will be reserved upon them; and subject to the right to have the Court later rule upon them, as the Court understands them, the Respondent rests its case in chief, is that right?

Mr. Ambler: That is correct.

The Court: Is that what you intend? Is there any rebuttal?

Mr. Levinson: I have no rebuttal testimony, your Honor. Libelants have none.

The Court: Libelants rest. Now I will hear your argument at this time.

(Argument.)

The Court: I just said to you that I didn't know that Counsel offered any exhibits that were attached to any deposition. Do you now offer those exhibits?

Mr. Ambler: This morning, your Honor, I moved the introduction of all of the exhibits.

The Court: I understood you to move the introduction of the evidence disclosed by reading of the

depositions. If you intended to so move, I will hear the opposing side. Is there any objection to these exhibits to this deposition?

Mr. Levinson: The same objection. I objected to all of them on the ground of immateriality. The only exhibits to which I did not object are the two supplemental agreements which I think are Exhibits A-3 and A-4, one of them relating to the Firemen's Union, of which three of these men are members and the other relates to the Marine Cooks and Stewards, of which one man is a member. They are both dated October 10, 1941, and October 9, 1941. Those are the only two to which I did not object. To the rest of them I most strenuously object on the ground that they are not material. They either antedate or post-date the date on which the articles were signed.

Mr. Ambler: Your Honor, I might say that at the conclusion of the testimony I moved that all of these exhibits, by name, be introduced, and suggested——

The Court: (Interrupting) I am now ready to rule upon these that are attached to the deposition of Mr. Mullins, and the objections to them are overruled, and the exhibits are admitted, along with the evidence in the case; and the Court makes that ruling because, without these offered exhibits, not only these but the others that have been offered, the Court is of the opinion that the contract is clouded with considerable obscurity and attended with intricate ramifications of unfamiliar conditions, and that these exhibits which have been

offered from time to time and to which objection has been made from time to time, and on which a great deal has been said in the course of the trial, I think that these exhibits assist in throwing some light upon this subject that is here in litigation.

Mr. Levinson: Your Honor will note my exception to that.

The Court: An exception is allowed.

(Argument.)

Mr. Ambler: Attached to the deposition of Mr. William G. Mullins are exhibits A to F, inclusive. I wish at this time to move the introduction in evidence of those six exhibits, this being a renewal of a previous offer made this morning.

The Court: These exhibits A to F, subject to these objections made by opposing counsel, which objections have been and are overruled, are now admitted.

(Whereupon, Respondent's Exhibits A to F, inclusive, were received in evidence.)

RESPONDENT'S EXHIBIT A

NATIONAL ORGANIZATION MASTERS, MATES AND PILOTS OF AMERICA

15 Moore Street, New York, N. Y.

The following is a joint submission, submitted to this Conference by the officials of the National Organization Masters, Mates & Pilots of America and the National Marine Engineers' Beneficial Association of America, with respect to War Bonus

and War Risk Insurance covering the Licensed Officers in the American Merchant Marine:

1. On vessels traversing Atlantic and South Atlantic waters on voyages to East, South and West African ports, Indian Ocean and Red Sea—100% war risk compensation shall be paid for the entire voyage.

2. On vessels going to New Zealand, Australia, the Far East and Russian ports, the war risk compensation shall be 100% for the entire voyage.

3. On vessels sailing to South American ports the war risk compensation shall be 50% of the basic wages for the entire voyage.

4. On vessels sailing to any ports in the Western Hemisphere under the protection of a belligerent nation, the compensation shall be 50% of the basic wage for the entire voyage.

5. On vessels engaged in intercoastal, coastwise, West Indian trade or Central American neutral ports, 25% compensation of the basic wage for the voyage shall be paid.

6. On vessels sailing to African ports \$50.00 shall be paid for each port entered.

7. On vessels sailing to the Red Sea, Persian, Gulf, Suez and Russian ports \$100. shall be paid for each port entered.

8. \$50.00 shall be paid on vessels for each New Zealand, Australian and Far Eastern port entered.

9. \$500.00 shall be paid as compensation for loss of personal property, such as clothing, instruments, etc. In the event of a total loss of the vessel due

to hostilities or war-like operations or in the event a vessel is interned, the licensed officers shall be paid wages, and emergency wages, and war bonus until and including the day of their arrival in a port of the United States. In such case the licensed officers shall be furnished transportation back to port of signing on.

The following is submitted with respect to War Risk Insurance:

Does hereby insure \$10,000 for account of the Master and licensed officers of the American vessel called the.....during a voyage to and fromto....., sailing about, during their employment on or by said vessel for the period of the aforesaid voyage, beginning, in respect to each person insured, from the time such person signs the articles for the aforesaid voyage, or, if already on articles for a series of voyages or period of time, from the inception of the aforesaid voyage (i.e., when the vessel is ready to begin the loading of cargo for the aforesaid voyage or to sail in ballast) and continuing until such person is discharged or the termination of the aforesaid voyage (i.e., when the vessel is ready to begin the loading of cargo for another voyage or to sail in ballast) whichever may first occur.

In case of claim, to be paid in funds current in the United States.

Against Loss of Life and personal injury to the master and officers, only to the extent specified in the following schedule:

Insurance will be paid in case of loss, an amount to be determined by applying the percentage shown below to the amount for which the master and officers are insured, as follows:

Life	100%
Both hands	100%
Both arms	100%
Both feet	100%
Both legs	100%
Both eyes	100%
Arm	65%
Leg	65%
Hand	50%
Foot	50%
Eye	65%
Total destruction of hearing.....	65%

This emergency compensation account of war hazards (war bonus), will be effected on the various trade routes, and shall remain fixed. However, should there be a change in the alleged war hazards in any or more particular trade route or routes, such as bombing, sinking, mining or war-like acts against American vessels, or should there be a cessation of hostilities, then negotiations shall be opened by either parties in respect to war risk compensation on account war hazards in said trade route or routes so affected, in which less than 100% war bonus is being paid.

RESPONDENT'S EXHIBIT B

At a conference terminating on this 16th day of August, 1941, held under the auspices of the United States Department of Labor and the United States Maritime Commission with the following steamship operators and unions of licensed officers in attendance and participating, to deal with the subject as announced by the Maritime Commission in the attached letters of invitation and statement made by Commissioner Macauley at the opening of the meeting on August 12, 1941, agreement was reached as follows:

War Risk areas wherein war risk bonuses shall be paid licensed officers are set forth as follows:

Area I. Trans-Atlantic voyages to Spain, Portugal, East, South or West Coasts of Africa, Red Sea, Persian Gulf, India, Iceland and Greenland.

Area II. Trans-Atlantic voyages to Russia (Archangel etc).

Area III. Trans-Pacific voyages to Russia (Vladivostok, Petropavlosk).

Area IV. Trans-Pacific voyages to Japan, Philippine Islands, China, Indo-China, East Indies, Malayan Peninsula.

Area V. Trans-Pacific voyages to New Zealand or Australia.

Area VI. Canada (Atlantic Coast).

Subject to terms and conditions following, war bonuses shall be paid in the respective areas as above defined, as follows:

Area I. 60% of basic wages for the entire voy-

age: \$75 for Suez, and \$45 for each port in the Red Sea and Persian Gulf.

Area II. 60% of basic wages for the entire voyage, and \$75 for each Russian port.

Area III. 60% of basic wages after crossing the 180th meridian, westbound, until recrossing the same meridian eastbound, and \$75 for each Russian port.

Area IV. 60% of basic wages from the crossing of the 180th meridian westbound, until recrossing the same meridian eastbound.

Area V. 60% of basic wages from arrival of vessel in Suva or the crossing of the 180th meridian, westbound, until departure from Suva or crossing the 180th meridian eastbound.

Area VI. 25% of basic wages while vessel is north of 35 degrees of north latitude.

On round-the-world voyages, westward, 60% of the basic wages from the crossing of the 180th meridian westbound until arriving in a Continental United States East Coast or Gulf Coast port, or at the Panama Canal. If any vessel referred to in Area I continues eastbound to United States ports via India and the Pacific Ocean said bonus rates for such area will continue until the vessel passes the 180th meridian, eastbound, and thereafter no further bonuses will be payable.

For adjustment in the above listed percentages upon which bonuses are paid an Index will be compiled by the Insurance Division of the United States Maritime Commission in cooperation and in conjunction with the Department of Labor and monthly

reports will be furnished to all interested parties concerning deviations from such index as of the 15th day of each month. Such index will be based upon the fair average of war risk insurance rates paid on hulls of American flag vessels operating in all areas above described. The fair average of such rates as of the effective date of this agreement shall be listed as 100 and the corresponding percentage increases or decreases in that average shall be reflected on the Index. When the Index figures shall have reached 150 on the basis above described, which shall represent an increase of 50% in the fair average of the above described war risk insurance rates on the hulls of the American flag vessels operating in the above described areas, then the war bonus percentages aforesaid shall automatically become 75%; and in a similar manner when the Index figures shall have reached 200, which shall represent a doubling of the fair average of said insurance rates, under the method above described, when the war bonus percentages shall advance from 75% to 100%.

When the percentage figures for the payment of war bonuses shall have reached 100% this will be the maximum figure to be paid for war bonuses whether war is declared by or against the United States or whether the United States becomes an active participant in war, or not.

In the event that there is a recession in the figures of the above described index no reduction from 100% war bonus when reached shall be made until such time as the aforesaid Index figures shall have

receded to 150 on the same basis as above described and at that time the recession from 100% war bonus being paid shall be to 75%. When the Index figures shall have receded to 100 then the war bonus percentage payment shall be 60%, below which, regardless of Index figures, the war bonus figure shall not recede, except as specifically provided for hereinafter.

With respect to the Areas above described, it is understood and agreed that the Department of Labor and the United States Maritime Commission jointly will examine all facts pertaining to the same at the expiration of thirty days from the date hereof, and if it is found that inequities exist detrimental to the licensed officers who are members of organizations signatory hereto as compared to other groups employed on board vessels, then joint recommendations will be made by the Department of Labor and the United States Maritime Commission for the correction of such inequities as may be found to exist.

In the event of loss of personal effects by any licensed officer, due to the necessity of abandoning ship resulting from torpedoing, mining or bombing of the vessel, each licensed officer so affected shall be reimbursed by a sum not to exceed \$500.

In the event the vessel be interned, destroyed or abandoned due to warlike operations and unable to continue her voyage, each licensed officer shall be paid wages, including Temporary Emergency Wages, to the date the licensed officers arrive in a Continental United States Port. Furthermore, in

such event arrangement shall be made by the company for repatriation of such men to a Continental United States Port.

War Risk Insurance of \$5,000 shall be furnished each licensed officer on voyages described in the above Danger Areas, said sum to be paid to the estate or to the designated beneficiary of such licensed officer in case of death or total and permanent disability as a result of war conditions, and to the payment to such licensed officer of any sum to which he may be entitled for any injury resulting from said War Conditions.

The above agreement shall become effective on all vessels at sea or in port under the jurisdiction of the operators signatory hereto as of the 16th of August, 1941, and shall remain in force as to each area described herein until its abolition, as may be anticipated upon cessation of hostilities between warring nations, as proclaimed by the President of the United States or otherwise.

The other steamship companies hereinbefore mentioned as parties hereto are:

Mississippi Shipping Company

A. H. Bull Steamship Company

Baltimore Insular Line, Inc.

Waterman Steamship Corporation

It is understood and agreed that the Pacific American Shipowners' Association and the American Merchant Marine Institute, Inc. were here repre-

sented and authorized to deal for and in behalf of all member companies of said associations.

For the Associations:

/s/ FRANK J. TAYLOR,
President, American Merchant Marine Institute,
Inc.

/s/ J. B. BRYAN,
President, Pacific American Shipowners' Association

For the U. S. Maritime Commission:

/s/ E. S. LAND
By DANIEL S. RING

For the Licensed Officers:

/s/ JAMES J. DELANEY
National Organization Masters, Mates and Pilots
of America

/s/ S. J. HOGAN
National Marine Engineers'
Beneficial Association

/s/ B. L. TODD
United Licensed Officers
Association

For the U. S. Department of Labor:

/s/ W. C. LILLER
/s/ OMAH H. HOSKINS

Dated August 16, 1941.

(Copy)

United States Maritime Commission
Washington

July 22, 1941

Mr. Frank J. Taylor, President
American Merchant Marine Institute, Inc.
11 Broadway
New York, New York

Dear Mr. Taylor:

A series of conferences are being called on August 12, August 15, and August 19, 1941, between representatives of seagoing organized labor and offshore steamship operators for the purpose of affording these representatives an opportunity of reaching a decision covering the payment of war bonuses on a national uniform basis.

These conferences will be held under the auspices of the Department of Labor and the Maritime Commission, and will take place in Room 7856 of the Department of Commerce Building, at 10:00 A.M., on the dates mentioned above. The first conference, on August 12, will be devoted to the question of war bonuses as they affect licensed and registered officers; on August 15, as they affect radio operators; and on August 19, as they affect unlicensed personnel.

This letter constitutes a formal invitation for your association to be represented and participate in these deliberations.

As the executive officer of your association, the designation of your representatives will be left to

your discretion, but it is hoped that in such designation you will have in mind the benefits to be derived from a small but adequate representation.

Will you advise me of your acceptance of this invitation, as well as of the names of those who, with you, will represent your organization.

A communication identical to this is being sent to Mr. A. O. Woll, Secretary of the Pacific American Tank Ship Association, and to Mr. J. B. Bryan, President of the Pacific American Shipowners Association. If you think it is desirable that invitations be sent to others than those mentioned herein, will you kindly advise me to that effect.

Sincerely yours,

(Signed) E. S. LAND

E. S. Land,

Chairman

(Copy)

Dear Mr.

A series of conferences are being called on August 12, August 15, and August 19, 1941, between representatives of seagoing organized labor and off-shore steamship operators for the purpose of affording these representatives an opportunity of reaching a decision covering the payment of war bonuses on a national uniform basis.

These conferences will be held under the auspices of the Department of Labor and the Maritime Commission, and will take place in Room 7856 of the Department of Commerce Building, at 10:00 A.M., on the dates mentioned above.

The conference which will consider the question of war bonuses as they relate to licensed and registered officers will take place on Tuesday, August 12, and this letter constitutes a formal invitation for your organization to be represented and participate in these deliberations.

As the executive officer of your organization, the designation of your representatives will be left to your discretion, but it is to be hoped that in such designation you will have in mind the benefits to be derived from a small but adequate representation.

Will you advise me of your acceptance of this invitation, as well as of the names of those who, with you, will represent your organization.

Sincerely yours,

E. S. LAND

Chairman

Opening Remarks by Commissioner Macauley
At Conference on War Bonuses

12 August 1941

As you know from the letters inviting you to be present, this conference between representatives of the licensed officers' organizations and representatives of the off-shore steamship operators is being held under the auspices of the Department of Labor and the U. S. Maritime Commission, in order to permit these representatives an opportunity to present to the Department of Labor and the Maritime Commission their views as to the determination of a proper national uniform basis for payment of

war bonuses to the licensed officers of American merchant ships.

It is desired that this conference be confined strictly to the purpose for which it has been called, i.e., to achieve a nationwide agreement on war risk compensation. It is considered that other subjects, such as wages, hours and working conditions, are extraneous and not pertinent to the discussion.

It is also desired that any agreement reached should be final and binding on all parties and independent of any existing or future agreements as to basic wage scales and working conditions.

It is not contemplated that a single rate for all of the various services, regardless of the destination of the vessels, should be put into effect, but rather that in each danger area the rates should be uniform regardless of the port of original departure.

The agreement arrived at should remain in force except in one of the following:

(a) Declaration of war by or against the United States.

(b) Change of danger or combat zones proclaimed by the President of the United States.

(c) Abolition of all danger zones as may be anticipated on the cessation of hostilities between the warring countries.

In either of the first two contingencies, similar conferences shall be called by the Maritime Commission and the Department of Labor, to re-examine the question of war bonuses.

If a basic formula for future action is worked out, provision should be made to take care of the com-

pensation to be paid in a new area on the same relative basis as is prescribed for existing areas under the general formula.

The Commission does not desire to prescribe the agreement to be arrived at, but does insist that the scope of the discussion be confined to the subject of war bonuses. The Commission urges that this matter be settled as speedily as possible, in a spirit of fairness and cooperation, so that the result may not only be a mutually satisfactory and agreeable working arrangement, but an urgent and important contribution to the National Defense.

RESPONDENT'S EXHIBIT C

American Merchant Marine Institute, Inc.

11 Broadway—New York

August 18, 1941

To Members of the American Merchant Marine
Institute, Inc.

Gentlemen:

Stabilized War Bonus Agreement—Licensed
Officers Conference at Washington, D.C.,
August 12-16, 1941

As a result of joint conferences between representatives of the licensed officers' unions and the steamship operators, represented by the American Merchant Marine Institute, Inc., and the Pacific American Shipowners Association, and other companies, held under the joint auspices of the U. S.

Department of Labor and the U. S. Maritime Commission, a uniform agreement covering war risk compensation for licensed officers was arrived at and signed in behalf of the steamship companies and unions, and with the signatures of the Department of Labor and Maritime Commission also affixed.

The new agreement, which will apply uniformly on all Coasts, provides for a bonus of 60% of basic wages in lieu of the present 50%; extends the war bonus area in the Pacific Ocean to the 180th Meridian instead of the 160th Meridian of East Longitude which formed the previous boundary. Voyages to Iceland or Greenland will be compensated for by a 60% bonus. Loss of personal belongings due to sinking of vessel, etc., will be compensated for up to \$500. The new agreement provides for continuance of basic wages and temporary emergency wages in case of internment, until arrival back in the United States, but payment of bonus does not continue under such circumstances.

Provision to stabilize the payment of war bonuses in the future is provided in the agreement by an Index number of war risk insurance rates, to be compiled by the Insurance Division of the Maritime Commission as of August 16, 1941. The Index will be based upon the fair average of war risk insurance rates paid on hulls of American-flag vessels operating in all areas provided for in the agreement. The fair average of such rates as of August 16, 1941 will be listed as 100 and corresponding in-

creases or decreases noted in the Index. It is agreed that if the Index reaches 150 the war bonus percentage will automatically become 75%, and if the Index reaches 200 then the war bonus shall advance to 100% which will be the maximum figure to be paid whether war is declared by or against the United States or whether the United States becomes an active participant in war. By the same token, recession in the Index will call for reduction in war bonus as indicated in the agreement.

There are enclosed for your information copies of the following:

1. Joint proposals submitted by the National Organization Masters, Mates and Pilots of America and the National Marine Engineers' Beneficial Association.

2. Brief submitted by the National Marine Engineers' Beneficial Association.

3. Brief submitted by the United Licensed Officers of America.

4. Brief submitted by the American Merchant Marine Institute, Inc.

5. Agreement arrived at as a result of the conference.

The conferences will continue tomorrow, August 19, for the unlicensed personnel, at which the committee of the Institute will be represented in behalf of its members. The conferences for the staff officers and radio operators, originally scheduled for August 15, have been postponed until August 26, 1941.

You will be kept advised of further developments.

Very truly yours,

FRANK J. TAYLOR

President.

RESPONDENT'S EXHIBIT D

National Defense Mediation Board

Case No. 80

In the Matter of

AMERICAN MERCHANT MARINE INSTI-
TUTE, INC., PACIFIC AMERICAN SHIP
OWNERS ASSOCIATION, WATERMAN
STEAMSHIP CORPORATION

and

SEAFARERS' INTERNATIONAL UNION OF
NORTH AMERICA, SAILORS' UNION OF
THE PACIFIC—AFL.

The division of the Board which heard this case was composed of Charles E. Wyzanski, Jr., representing the public, George H. Mead, representing employers, and Robert J. Watt, representing employees.

Hearings were held on September 29 and on October 1, 2, 3, and 4, 1941.

RECOMMENDATIONS

1. Crews on American vessels sailing to foreign ports perform an essential role in the national defense effort. Sound relationship between representatives of these crews and owners of these vessels are of great consequence to the nation.

2. The Seas Shipping Company, Inc., the Calmar Steamship Corporation, the South Atlantic Steamship Company, and the Alcoa Steamship Company, Inc., on the East Coast are associated in the American Merchant Marine Institute, Inc. Most of the owners on the West Coast are associated in the Pacific American Shipowners Association. The Waterman Steamship Corporation is not affiliated with either group.

3. The unlicensed personnel before the National Defense Mediation Board are represented by Seafarers' International Union of North America and Sailors Union of the Pacific. (The licensed personnel are represented by other unions. Their problem is not dealt with here.)

4. Collective bargaining relationships have been established by most of these owners with one or the other of these unions. In most cases, collective bargaining contracts now exist or have just expired. For the negotiation of such general contracts the parties have worked out among themselves appropriate methods. These methods usually include the parties requesting the United States Department of Labor to station a Commissioner of Conciliation as an observer and mediator at the collective bar-

gaining negotiations. These recommendations do not affect those methods or any unexpired contracts.

5. However, a special problem arises from the risk run by men who go to sea in time of war. This problem has not been solved by the existing or contemplated contracts. It is with this problem that these recommendations are concerned.

6. The first part of this problem is to provide for bonuses for war risk which will be fair under present conditions. The second part of this problem is to provide machinery for making equitable future adjustments if conditions change.

7. To meet the first part of the problem, the National Defense Mediation Board recommends that until changed, as provided in paragraph 8, the following war bonus rules shall govern those who become signatory to these recommendations:

a. There shall be five war risk areas, namely:

I. Trans-Atlantic voyages to Spain, Portugal, East, South or West Coast of Africa, Red Sea, Persian Gulf, India, Iceland and Greenland. (Whole voyage; except that if any vessel continues eastbound to United States ports via India and the Pacific Ocean said bonus rates for such area will continue until the vessel passes the 180th Meridian, eastbound, and thereafter no further bonuses will be payable.

II. Trans-Atlantic voyages to Russia (Archangel, etc.) (Whole voyage)

III. Trans-Pacific voyages to Japan, Philippine Islands, China, Indo-China, East Indies, Malayan Peninsula. (After crossing the 180th Meridian

westbound, until recrossing the same Meridian eastbound.)

IV. Trans-Pacific voyages to New Zealand or Australia. (From arrival of vessel in Suva or the crossing of the 180th Meridian, westbound, until departure from Suva or crossing the 180th Meridian eastbound.)

V. Canada (Atlantic Coast) (While vessel is north of 35 degrees of north latitude when bound to or from a Canadian port.)

b. An able-bodied seaman shall be paid a war risk bonus at the rate of \$80 a month in the first four areas and \$33 in the fifth area. Other unlicensed personnel shall be paid the same bonus.

c. There shall be paid to able-bodied seamen in addition to the area bonus just provided, the following port bonuses:

(1) for the port of Suez, or any other port which is subject to regular bombing, \$100, plus \$5 per day for each day beyond five days that the vessel is in that port.

(2) for any port in the Red Sea or in the Persian Gulf not covered by paragraph (1) Supra. \$45. The same bonuses shall be paid other unlicensed personnel. The Board makes no recommendation as to port bonuses for Vladivostok or ports in Iceland.

8. To meet the second part of the problem, the National Defense Mediation Board recommends that the following machinery for making equitable future adjustments shall govern those who become signatory to these recommendations.

a. Any signatory may ask for a change, an addition to, or subtraction from the present war bonus rules set forth above if the present situation is changed by an Act of Congress, executive action, the spread or contraction of the area of hostilities in the Eastern or Western hemisphere, the entry into the war or withdrawal from the war of belligerents, or the rise or fall of sinkings of American vessels. Such proposed change shall be limited to the areas where conditions are alleged to have changed.

b. The signatory asking for the change shall present his request in writing to the party from whom the change is sought. (Meetings shall occur at once.) If agreement between them is not reached one week after the request is present, either party may present the matter to the United States Department of Labor, Division of Conciliation for conciliation. If conciliation is not successful in one week after the matter was presented to the Division of Conciliation, the Director of the Division may then refer the case to a board composed of three disinterested persons to be appointed by the President of the United States. Such Board shall have power to make recommendations.

9. The recommendations in paragraph (8) shall be effective until November 1, 1943. Paragraph (7) shall be effective until November 1, 1942. During the period of these recommendations there shall be in connection with and on account of war bonus issues, no lockout, strike, slow-down, or like action

by either owners or men represented by those who become signatories to these recommendations.

10. Nothing in these recommendations shall be interpreted so as to reduce benefits now existing under collective bargaining contracts. Except as herein modified, existing contracts and arrangements shall continue.

11. These recommendations shall become effective upon all ships which sailed on or after August 16, 1941 or any earlier effective date set by special rider.

12. If any dispute arises as to the interpretation of these recommendations, and if the parties cannot adjust that dispute by collective bargaining, either party may refer it to the Division of Conciliation for conciliation, and, if conciliation fails, either party may refer it to the three-man board referred to in paragraph (8) for interpretation.

NATIONAL DEFENSE MEDI-
ATION BOARD

By (sgd) CHARLES E. WYZANSKI, Jr.
(sgd) ROBERT J. WATT

RESPONDENT'S EXHIBIT E
Supplementary Agreement
Between
National Maritime Union of America
and

.....

This Agreement made this sixth day of November, 1941, by and between (hereinafter

referred to as the "Company"), and the National Maritime Union of America (hereinafter referred to as the "Union") Witnesseth:

Whereas, Article I, Section 15 (b) of the collective bargaining agreement between the Company and the Union, dated October 31, 1941, and expiring September 30, 1943, provides for the opening of negotiations by the Union for added remuneration or bonuses on account of vessels of the Company traversing waters in the proximity of warlike activities, and

Whereas, negotiations have been carried on pursuant to said Article I, Section 15 (b), of the Agreement

Now, Therefore, It Is Hereby Agreed That:

1. The emergency compensation to cover war risk hazards to the unlicensed personnel of the Company's vessels shall be as follows:

(a) On the trans-Pacific Far East and Australian runs, \$80 per month from the 180 meridian, westbound, until return to the 180th meridian, eastbound.

(b) On voyages trans-Pacific from the United States to Australia or the Far East and continuing westward to return home via ports in Africa, the Cape of Good Hope and the Atlantic Ocean, \$80 per month from the time the vessel passes the 180th meridian westbound until arrival at first continental United States Coast port.

(c) On voyages trans-Atlantic from the United States to ports in Africa, India, Ceylon, and/or Burma and continuing eastward to return home via

the Pacific Ocean, \$80 per month from departure last continental United States Atlantic Coast port until passing the 180th meridian homebound.

(b) On voyages trans-Atlantic from the United States to ports in North and West Spain, Portugal, Africa, India, Ceylon and/or Burma, and returning westbound, via Africa and the Atlantic Ocean, \$80 per month from departure last continental United States Atlantic Coast port until return to first continental United States Atlantic Coast port.

(e) If a vessel enters the Persian Gulf and/or the Red Sea including the port of Aden, \$45 additional for each port of call in these areas and \$100 for entering the Suez Canal at the first pair of fixed red and green lights, port and starboard, at the southern entrance of the Canal in line with the Government Hospital in the town of Suez. If a vessel remains in the port of Suez beyond five days, \$5.00 per day additional shall be paid for each day beyond five days.

(f) On voyages from the United States to Iceland and/or Greenland, \$80 per month from departure last continental United States Atlantic Coast port until return to first continental United States Atlantic Coast port.

(g) For one or more calls at ports or bases in Iceland within the confines of Faxa Bugt, \$45 additional, and for one or more calls at ports or bases in Iceland, outside the confines of Faxa Bugt, \$45 additional; provided that the total port bonus payment for the voyage is not to exceed \$90.

(h) On voyages from the United States to any port in the Dominion of Canada, Atlantic Ocean, including Newfoundland and Nova Scotia, \$33 per month while a vessel is north of 35 degrees of north latitude and bound directly to or from, or while it is in, any such port, until return to first continental United States Atlantic Coast port.

2. The Company will furnish as promptly as possible through the medium of private insurers war risk insurance in the amount of \$5,000 for each unlicensed member of the crews of its vessels on all voyages in the areas described above. Such policy shall provide for the payment of the said sum of \$5,000 to the estate or designated beneficiary of such unlicensed member of the crew in case of death due to war conditions or the payment of said sum in periodic installments to the unlicensed member of the crew himself in the event of his total and permanent disability due to such war conditions, and shall provide for payment to the unlicensed member of the crew of such sum less than \$5,000 in case of injury less than total or permanent disability resulting from such war conditions as are provided in the form of policy generally adopted by American underwriters to cover such war risks and known as Crews' War Risk Insurance Form—1941. The policy or certificate of insurance shall be available for inspection at the offices of the company, and the prompt procuring of such policy shall be a full and complete compliance with the Company's obligation under this paragraph. It is understood that in the event war risk insurance is

made available by the United States Government, the Company and the Union will enter into discussions insofar as it relates to this section.

3. In the event a vessel is interned, destroyed or abandoned as a result of war operations and is unable to continue her voyage, basic wages and emergency wages specified in the collective bargaining agreement between the Company and the Union, dated October 31, 1941, shall be paid to the date the members of the crew arrive in a Continental United States port and the employees shall be repatriated to a Continental United States port.

4. The Company agrees that it will pay each unlicensed member of the crews of its vessels the value of all personal effects lost or damaged due to hostilities or war-like operations up to a total sum of one hundred and fifty (\$150) dollars per man.

5. Either the Company or the Union shall be privileged, upon ten days' notice in writing, Saturdays, Sundays, and holidays excluded, to reopen negotiations on war bonuses. Any dispute arising from such negotiations shall be referred to a Board composed of three representatives of the Company and three representatives of the Union. In the event the dispute is not settled by such Board, it shall then be submitted to arbitration in accordance with Article XII, Section 2 of the collective bargaining agreement between the Company and the Union dated October 31, 1941.

6. This Supplementary Agreement shall become effective on October 1, 1941, on all ships, whether at sea or in port, and shall continue until Septem-

ber 30, 1943, or such other date upon the termination of the present emergency as shall be mutually agreed upon, whichever shall occur earlier.

7. Any prior war bonus agreement or agreements between the Company and the Union are hereby superseded.

For the

NATIONAL MARITIME UNION
OF AMERICA

.....

Witness

For

.....

.....

Witness

—

RESPONDENT'S EXHIBIT F

Supplementary Agreement No. 2

between

National Maritime Union of America

and

.....

This Agreement made this second day of December, 1941, by and between (hereinafter referred to as the "Company"), and the National Maritime Union of America (hereinafter referred to as the "Union"), Witnesseth:

Whereas, Article I, Section 15 (B) of the collec-

tive bargaining agreement between the Company and the Union, dated October 31, 1941, and expiring September 30, 1943, provides for the opening of negotiations by the Union for added remuneration or bonuses on account of vessels of the Company traversing waters in the proximity of warlike activities, and

Whereas, negotiations have been carried on pursuant to said Article I, Section 15 (b), of the Agreement, and

Whereas, the Supplementary Agreement between the Company and the Union, dated November 6, 1941, does not provide for the payment of emergency compensation to cover war risk hazards in certain areas

Now, Therefore, It Is Hereby Agreed That:

1. The emergency compensation to cover war risk hazards to the unlicensed personnel of the Company's vessels shall be as follows:

(a) On voyages trans-Atlantic from the United States to ports in Russia, \$80 per month from departure last continental United States Atlantic Coast port until return to first continental United States Atlantic Coast port.

(b) For one or more calls at ports or bases in Russia within the confines of the Gulf of Archangel between Durakova on the west and Zimnegorski on the east, \$125 additional, and for one or more calls at ports or bases in Russia in the Murmansk area between the Ribachi Peninsula on the west and Kildin Island on the east, \$125 additional.

(c) On voyages trans-Atlantic from the United States to ports in the United Kingdom and/or Eire, \$80 per month from departure last continental United States Atlantic Coast port until return to first continental United States Atlantic Coast port.

(d) For one or more calls at ports or bases in the United Kingdom and/or Eire, \$150 additional.

2. If any other areas providing for one or more calls at ports or bases in Russia are established and agreed upon, the same conditions as set forth in Section 1 (b) above shall apply.

3. The Company will furnish as promptly as possible through the medium of private insurers war risk insurance in the amount of \$5,000 for each unlicensed member of the crews of its vessels on all voyages in the areas described under (a) and (c) above. Such policy shall provide for the payment of the said sum of \$5,000 to the estate or designated beneficiary of such unlicensed member of the crew in case of death due to war conditions or the payment of said sum in periodic installments to the unlicensed member of the crew himself in the event of his total and permanent disability due to such war conditions, and shall provide for payment to the unlicensed member of the crew of such sum less than \$5,000 in case of injury less than total or permanent disability resulting from such war conditions as are provided in the form of policy generally adopted by American underwriters to cover such war risks and known as Crews' War Risk Insurance Form 1941. The policy or certificate of insurance shall be available for inspection at the

offices of the Company, and the prompt securing of such policy shall be a full and complete compliance with the Company's obligation under this paragraph. It is understood that in the event war risk insurance is made available by the United States Government, the Company and the Union will enter into discussions insofar as it relates to this section.

4. In the event a vessel is interned, destroyed or abandoned as a result of war operations and is unable to continue her voyage, basic wages and emergency wages specified in the collective bargaining agreement between the Company and the Union, dated October 31, 1941, shall be paid to the date the members of the crew arrive in a continental United States port and the employees shall be repatriated to a continental United States port.

5. The Company agrees that it will pay each unlicensed member of the crews of its vessels the value of all personal effects lost or damaged due to hostilities or war-like operations in the war risk areas mentioned herein only, up to a total sum of two hundred and fifty dollars (\$250) per man.

6. Either the Company or the Union shall be privileged, upon ten days' notice in writing, Saturdays, Sundays and holidays excluded, to reopen negotiations on war bonuses. Any dispute arising from such negotiations shall be referred to a Board composed of three representatives of the Company and three representatives of the Union. In the event the dispute is not settled by such Board, it shall then be submitted to arbitration in accordance with Article XII, Section 2 of the collective bargaining

agreement between the Company and the Union, dated October 31, 1941.

7. This Supplementary agreement shall become effective on December 2, 1941, and shall continue until September 30, 1943, or such other date upon the termination of the present emergency as shall be mutually agreed upon, whichever shall occur earlier.

For

NATIONAL MARITIME UNION
OF AMERICA

.....

Witness

For

.....

.....

Witness

The Court: Now, I would like to see any other unadmitted exhibits. I want to get this exhibit matter finished. Is there another deposition with exhibits attached to it?

Mr. Ambler: Yes, your Honor. I will reach that in just a second. I return Mr. Mullins' deposition to your Honor.

Now, in connection with the deposition of Mr. Bryan, I wish to move the introduction in evidence of Respondent's Exhibits G, H, I and J attached to Mr. Bryan's deposition.

The Court: Is there any objection?

Mr. Levinson: Yes, your Honor. I object to those upon the same grounds, upon the ground of materiality, that they are immaterial.

The Court: I see something called Respondent's Exhibit A here.

Mr. Ambler: That has already been introduced in evidence, by another witness.

The Court: There seems to be a skip from D to——

Mr. Ambler: (Interrupting) Those, the intervening exhibits, have already been introduced in evidence in the previous deposition.

The Court: I have before me Exhibit G attached to the Bryan deposition.

Mr. Ambler: Yes. I am asking the introduction in evidence of that and H, I and J, which were all identified by that witness.

The Court: Did you wish to state anything further on this offer, Mr. Levinson?

Mr. Levinson: I want the record to show my objection on the ground of immateriality. They don't concern the same parties, and the dates antedate the date of the agreement; so on that ground, I think they are irrelevant.

The Court: The objection is overruled and those Exhibits G to J attached to the deposition of J. B. Bryan are now admitted in evidence.

(Whereupon, Respondent's Exhibits G to J, inclusive, were received in evidence.)

RESPONDENT'S EXHIBIT G

August 12, 1941

PROPOSALS

Submitted by the American Merchant Marine Institute and the Pacific American Shipowners' Association to establish "Danger Zones" and "Bonus Payments" for voyages in such zones.

Danger Zones wherein special bonuses shall be paid licensed officers are set forth as follows:

Zone I.—Trans-Atlantic voyages to Spain, Portugal, East, South or West Coasts of Africa, Red Sea, Persian Gulf, or India.

Zone II.—Trans-Atlantic voyages to Russia (Archangel, etc.)

Zone III.—Trans-Pacific voyages to Russia (Vladivostok, Petropovlosk)

Zone IV.—Trans-Pacific voyages to Japan, Philippine Islands, China, Indo-China, East Indies, and Malayan Peninsula.

Zone V.—Trans-Pacific voyages to New Zealand or Australia.

Zone VI.—Canada

Bonuses payable for voyages to above defined zones shall be as follows:

1. In Zones, I, II, and III, 50% of Basic plus Temporary Emergency Wage for the entire voyage.

2. In Zone IV, 50% of Base plus Temporary Emergency Wage from the crossing of the 160th Meridian of East Longitude, westbound, until crossing the same meridian eastbound.

3. In Zone V, 50% of Base plus Temporary Emergency Wage from the arrival of a vessel in Suva or the crossing of the 180th meridian, west-bound, until departure from Suva or crossing the 180th meridian eastbound.

4. In Round the World voyages, 50% of Base plus Temporary Emergency Wage from the crossing of the 160th meridian of East Longitude, west-bound, until arrival in New York.

5. On voyages to Red Sea or Persian Gulf areas described in Zone I, an additional \$75 shall be paid to each licensed officer if the vessel calls at Suez and \$45 additional shall be paid each Licensed officer for each other port of call in the Red Sea or Persian Gulf.

6. On voyages to Russia described in Zones II and III, \$45 additional will be paid each licensed officer for each call at Russian Ports.

7. In the event of loss of personal effects by an licensed officer, due to necessity of abandoning ship resulting from torpedoing, mining or bombing of the vessel, each licensed officer so affected will be reimbursed by a sum not to exceed \$300.00.

8. In the event the vessel be interned, destroyed or abandoned due to warlike operations and unable to continue her voyage, each licensed officer shall be paid wages, including Temporary Emergency Wages, to the date the licensed officers arrive in a Continental United States Port. Furthermore, in such event arrangement shall be made by the company for repatriation of such men to a Continental United States Port, and the bonus shall be paid

while the men are in the Danger Zones described above.

9. War Risk Insurance: \$5000 shall be furnished each licensed officer on voyages described in the above Danger Zones, said sum to be paid to the estate of such licensed officer in case of death or total and permanent disability as a result of war conditions, and to the payment to such licensed officer of any sum to which he may be entitled for any injury resulting from said War Conditions.

10. The above described Danger Zones and Bonus payments shall remain in force except as follows:

(a) Declaration of war by or against the United States.

(b) Change of Danger or Combat Zones proclaimed by the President of the United States.

(c) Abolition of all Danger Zones as may be anticipated on the cessation of hostilities between warring countries.

11. The above agreements to be effective on all vessels as of the effective date of signing the agreements.

RESPONDENT'S EXHIBIT H

WAR BONUS PROPOSALS

Pacific Coast Marine Firemen, Oilers,
Watertenders & Wipers Association

September 15, 1941

Effective until further notice, the following war

zones or areas rendered unsafe by reason of hostilities are defined as follows, and war bonuses and special conditions are specified for such voyages.

A. In the Australian Run—From the arrival of a vessel westbound at Suva until its departure from Suva eastbound:

1. \$90.00 per month to all employees entitled to receive \$120.00 or less as basic monthly wages;
2. 75% of the basic monthly wages to all employees entitled to receive basic monthly wages in excess of \$120.00.

B. Trans-Pacific Passenger and Freight Service—From the crossing of the 160th west meridian westbound until the crossing of the same meridian eastbound:

1. \$90.00 per month to all employees entitled to receive \$120.00 or less as basic monthly wages;
2. 75% of the basic monthly wages to all employees entitled to receive basic monthly wages in excess of \$120.00

C. Round - the -World Service — Passenger or Freighter—Westbound:

1. To all employees entitled to receive \$120.00 or less as basic monthly wages the following shall be paid: \$90.00 per month from the 160th west meridian westbound until arrival in New York;
2. To all employees entitled to receive basic monthly wages in excess of \$120.00 there shall be paid 75% of such basic monthly wages from the 160th west meridian westbound until arrival in New York.

3. (a) An additional \$100.00 shall be paid to each member of the crew if the vessel calls at the Port of Suez, and \$75.00 additional for each other port of call in the Persian Gulf or Red Sea.

(b) The above bonus for the Port of Suez shall be calculated for a stay of not more than five days. In the event the vessel stays longer than five days, an additional Ten Dollars daily shall be paid each member of the unlicensed engine-room personnel until the vessel's departure for sea.

D. On voyages from East Coast Continental United States ports to Portugal, Spain or Africa:

1. To all employees entitled to receive \$120.00 or less as basic monthly wages to the sum of \$90.00 per month shall be paid from date of departure from last United States East Coast Continental port until return arrival westbound to first United States East Coast Continental port;

2. To all employees entitled to receive basic monthly wages in excess of \$120.00, 75% of such basic monthly wages shall be paid from the date of departure from the last United States East Coast Continental port until return arrival westbound to first United States East Coast Continental port.

3. (a) An additional \$100.00 shall be paid to each member of the crew if the vessel calls at the Port of Suez, and \$75.00 additional for each other port of call in the Persian Gulf or Red Sea.

(b) The above bonus for the Port of Suez shall be calculated for a stay of not more than five days. In the event the vessel stays longer than five days, an additional Ten Dollars daily shall be paid each

member of the unlicensed engine-room personnel until the vessel's departure for sea.

E. If any vessel referred to in said Section D. continues on its voyage eastbound to United States ports by India and the Pacific Ocean, said bonus rates shall continue until the vessel passes the 160th west meridian eastbound.

After the vessel passes the 160th west meridian eastbound, no further bonuses will be payable.

F. For the purpose of this Section Aden shall be considered a Red Sea port.

G. Trans-Pacific voyages to Vladivostok, Petropavlosk, and Siberian Ports—From the crossing of the 160th west meridian westbound until the crossing of the same meridian eastbound.

1. \$120.00 per month to all employees entitled to receive \$120.00 or less as basic monthly wages;

2. 100% of the basic monthly wages to all employees entitled to receive basic monthly wages in excess of \$120.00.

3. An additional \$100.00 shall be paid to each member of the crew for calls at each Siberian port (Vladivostok, Petropavlosk, etc.)

H. Voyages to Iceland:

1. \$120.00 per month to all employees entitled to receive \$120.00 or less as basic monthly wages;

2. 100% of the basic monthly wages to all employees entitled to receive basic monthly wages in excess of \$120.00;

3. An additional \$100.00 shall be paid to each member of the crew for calls at the Port of Reykjavik.

I. Japanese Ports: In the event any Trans-Pacific vessels call at any Japanese ports, an additional \$50.00 per man shall be paid for each port.

J. West Indies: Vessels calling at belligerent ports in the West Indies shall pay a minimum bonus of \$25.00 per man.

K. All such bonuses apply to vessels with normal cargoes. On vessels carrying TNT, bombs, artillery, artillery shells, ammunition, aviation gas, tanks and such war materials for combatant service, bonuses as detailed above shall be doubled.

L. Night Watches in Port of Suez, Port Sudan, Suakin:

(a) Men required to stand watches at night shall be paid overtime at the rate of \$1.60 per hour between the hours of 5 P. M. and 8 A. M.

(b) Men not required to stand watches at night in such ports shall be paid room rent in order to sleep at hotel as far from the docks as possible.

M. (a) War risk insurance against death, injury or mutilation, in the sum of \$5,000 shall be furnished to members of the crews of vessels on voyages provided for in this section.

(b) All articles shall show clearly the beneficiary to whom such insurance shall be paid.

N. In the event the vessel be interned, and for this reason be unable to continue her voyage, wages and bonus provisions shall continue to the date members arrive in a Continental United States port. In such event, the company concerned shall arrange repatriation of such men to a Continental United States port.

O. In the event the vessel be destroyed by submarine, mines, or acts of war, wages and bonus provisions shall continue to the date members arrive in a Continental United States port. In such event, the company concerned shall arrange repatriation of such men to a Continental United States port.

P. In the event of loss of personal effects by any member of the crew due to necessity of abandoning ship resulting from torpedoing, mining, or bombing of the vessel, each man so affected shall be reimbursed by the amount of \$150.00.

Q. While men so affected are awaiting transportation, meal money and quarters allowance shall be paid. !

RESPONDENT'S EXHIBIT I

SAILORS' UNION OF THE PACIFIC

Headquarters, Maritime Hall Building, 57-59
Clay Street, San Francisco. Telephone, Office:
EXbrook 2228, Dispatcher: EXbrook 2229, Cable
Address "Sailors".

Harry Lundeborg, Secretary-Treasurer

J. H. Prevost, Assistant Secretary

Ed Coester, Seattle, Wash.

J. W. Massey, Portland, Ore.

E. Arnold, San Pedro, Calif.

C. Christiansen, Honolulu, T. H.

M. Weisberger, New York

September 16, 1941

Mr. Jack Bryan,
Pacific American Shipowners' Association,
Room 700, Federal Reserve Bank Building,
San Francisco, California.

Dear Sir:

The Sailors' Union of the Pacific believes there are adequate reasons to negotiate a new bonus agreement for sailors manning vessels sailing into belligerent waters. There are various reasons justifying our demands for more adequate bonus arrangements than now prevail.

1. On May fifth the American Steamer Robert Moore was torpedoed in the South Atlantic by a Nazi submarine. The crew were in lifeboats for eleven days suffering the tortures of hell.

2. On September 9, the American steamer Steel

Seafarer was sunk in the Red Sea by a Nazi submarine.

3. On September 11, the steamer *Arkansan*, lying in the port of Suez was bombed by a Stuka bomber.

4. Less than a week ago the President of the United States announced a policy for the United States which is generally conceded to be a practical declaration of war on German and Italian war-ships, submarines and bombers which interfere with American shipping.

5. On September 15, President Roosevelt proclaimed that the American flag ships will now carry war materials such as munitions, etc. to the Allies, which means that American ships will carry materials declared contraband by Axis Powers, to such ports as Australia, New Zealand, (British Oriental ports such as Singapore and Hongkong; British Indian ports, Persian Gulf ports; Red Sea ports; East, South and West African ports.

6. This means that it will increase the danger for American seamen who sail these vessels without any protection whatsoever. They must sail without convoys; without even a single gun mounted on these merchant ships to protect themselves. In other words, if an American ship is attacked, it means that the crew is at the mercy of the attacker without any protection whatsoever.

8. The Lend-Least Act provides funds for practically everything and everybody. It provides American shipowners, in addition to Government subsidies, sufficient profits that they in turn can

more than allow for the modest demands set forth herewith for the seamen who must sail these ships carrying Lend-Lease and other materials. These seamen must risk their lives to bring materials to countries at war, and while we accept the fact that the shipowners must direct operations from the comparative safety of their desks ashore, on the other hand we believe they are morally obligated to provide sufficient relief for the seamen who take their vessels out under present day conditions. As stated before, they must take these vessels out with no protection whatsoever; without convoy and without even a single gun to protect themselves.

Based on the foregoing, we herewith submit the following demands:

1. On vessels sailing the Australian run, both passenger and freight service, \$3.00 a day shall be paid each member of the deck department from the time the vessel is crossing the equator southbound until crossing the equator northbound.

2. Trans-Pacific and East Indian run, passenger and freight service. \$3.00 per day shall be paid each member of the deck department from the day vessel crosses the 160th west meridian, westbound, until the crossing of the same meridian eastbound.

3. The round-the-world service, passenger and freight, westbound, \$3.00 per day shall be paid each member of the deck department from the crossing of the 160th western meridian westbound until arrival in the first continental American port on the Atlantic coast.

4. On voyages from east coast continental ports to Africa, India, West Africa, South Africa and East Africa to the Red Sea, Persian Gulf, India, \$3.00 per day shall be paid each member of the deck department from the last United States east coast continental port until return arrival west-bound to first United States east coast continental port.

5. If any vessels referred to in Section 4. continue on their voyages eastbound to the United States ports via India or the Pacific Ocean, said bonus rates will continue until vessel passes the 160th western meridian Eastbound.

6. On vessels entering the port of Suez and Port Said, each member of the deck department shall be paid an additional \$300.00 bonus and for each other port of call in the Red Sea or Persian Gulf each member of the deck department shall receive an additional \$100.00 war bonus. The Ports of Aden and Djibuti shall be considered Red Sea ports.

7. In all West African, South and East African ports outside of the Red Sea area, each member of the crew shall be paid an additional \$50.00 per man.

8. In ports where air raids prevail, each member of the crew shall be paid an additional bonus of \$300.00 per man.

9. On vessels entering the port of Vladivostok or any other Soviet-Pacific port, each member of the deck department shall be paid an additional bonus of \$200.00 per man.

10. On any vessel entering Japanese ports each member of the deck department shall receive an additional \$50.00 bonus.

11. War risk insurance in case of death of a seaman resulting from war conditions, such as vessel being torpedoed, striking a mine, being bombed, wrecked, stranded or otherwise resulting from unusual conditions of navigation caused by war conditions, the sum of \$10,000.00 in cash shall be paid to the nearest relative of the deceased and/or his dependents, by the shipowners or their insurance brokers.

12. For the loss of clothes resulting from the vessel being torpedoed, striking a mine, being bombed, wrecked, stranded or otherwise resulting from unusual conditions of navigation caused by war conditions, seamen shall be paid \$250.00 in cash by the shipowners. Carpenters shall receive \$100.00 additional for the loss of their tools.

13. In case a vessel is lost, destroyed, seized, sold or abandoned, the crew is to be returned to a Pacific Coast port, and wages and bonus shall continue for each member of the deck department until arrival at home port.

14. If a seaman has been interned by any of the warring nations, pay shall continue while he is interned and he shall be paid until his return to the port of engagement in the United States.

15. On vessels carrying munitions and contraband into ports of belligerent nations, each member of the deck department shall receive 200% raise in wages.

16. On vessels entering ports in the West Indies controlled by a belligerent nation, such as the Ports of Trinidad, Barbados, Martinique, Jamaica and other ports, each member of the crew shall receive \$25.00 bonus.

Respectfully,

SAILORS' UNION OF THE
PACIFIC

By: Sgd HARRY LUNDEBERG
Secretary-Treasurer

HL-jm

RESPONDENT'S EXHIBIT J

National Marine Engineers' Beneficial Association
Affiliated with Standard Railway Labor
Organizations
313 Machinists' Building
9th Street and Mt. Vernon Place N.W.
Washington, D. C.

Oct. 24, 1941

Subject: War Bonus agreement.

Mr. Frank J. Taylor, President,
American Merchant Marine Institute,
11 Broadway
New York, N. Y.

Dear Mr. Taylor:

In checking over the August 16th War Risk agreement, and the supplementary agreement of Oct. 15th, entered into and signed by Mr. J. B. Bryan,

President of the Pacific-American Shipowners' Assn., and my representatives representing the M.E.B.A., namely, R. Meriwether, Harry Norman and William Peel, I find in the third paragraph on the third page of the August 16th agreement, this language:

“In the event the vessel be interned, destroyed or abandoned due to war-like operations and unable to continue her voyage, each licensed officer shall be paid wages, including Temporary Emergency Wages, to the date the licensed officers arrive in a Continental United States Port. Furthermore, in such event arrangement shall be made by the company for repatriation of such men to a Continental United States Port.”

I find on page 6, the same language in the supplementary agreement of the Pacific Coast, followed by this additional paragraph:

“While employees are in the war zone areas described herein war bonuses shall also be paid to them at the rate of 66 2/3% of the said basic wages in Areas I to V inclusive, and 25% in Area VI.”

Now there is a difference of language existing in the two agreements, since the Pacific Coast supplementary agreement provides that while vessels are in the war zone areas, war bonuses shall be paid to them at the rate of 66 2/3% of their basic wage for Areas I to V, inclusive, and 25% for Area VI. I deem it advisable, since the August 16th agreement

was supposed to be national in scope, that the language of the agreement for the Atlantic, Gulf and Pacific Coasts should read alike, to avoid any confusion by the membership employed aboard the vessels receiving a higher rate on the Pacific Coast than on the East Coast.

I also note, in the Pacific Coast supplementary agreement, it provides for Area VI, 25% of the basic wage while vessels are north of 35°, north latitude, while the Maritime Commission and the Department of Labor, in setting up the inequities in those areas, have provided 27½% for Area VI.

I called this matter to the attention of my representative, Mr. R. Meriwether, by long distance phone on Thursday, so he could take it up with Mr. Bryan, Pres. of the Pacific American Shipowners Assn., for correction. My purpose in calling this to your attention is that I deem it advisable that we include that additional paragraph as it appears in the supplementary agreement of the Pacific Coast to the agreement of August 16, 1941.

I would appreciate hearing from you, as to what disposition you feel we should make of this matter.

I am,

Very truly yours,

(Signed) S. J. HOGAN

President

SJH/G

Copy to: Bryan, Delaney, King, Kirby, Hemphill, Meriwether.

The Court: Now, are there any other unadmitted exhibits? Exhibits A-6 to A-12, inclusive.

Mr. Ambler: And Exhibit K has been admitted.

The Court: Exhibit K has been admitted.

Mr. Ambler: And A-1 to A-12 have been admitted, as I understand it.

The Court: A-1 to A-4 have been admitted. A-5 to A-12 have not been admitted.

Mr. Ambler: I wish at this time to move their admission, or I would be perfectly willing for the Court to reserve the ruling.

The Court: I prefer to finally rule now upon the offer of all those exhibits which it is desired the Court consider.

Mr. Ambler: I now move the introduction in evidence of Respondent's Exhibits A-5 to A-12 inclusive, A-13 having already been ruled on adversely by your Honor.

The Court: Is there any further statement, Mr. Levinson?

Mr. Levinson: The same objection which I have heretofore made, your Honor.

The Court: I think the same reason applies to these that has applied to the others spoken of by the Court since the noon hour, and the objections are overruled, and Respondent's Exhibits A-5 to A-12 inclusive, and each and all of them, are now admitted.

Mr. Levinson: Allow an exception.

The Court: Allowed.

(Whereupon, Respondent's Exhibits A-5 to A-12 inclusive were received in evidence.)

RESPONDENT'S EXHIBIT A-5

Admitted Apr. 6, 1945

This Agreement dated October 10, 1941, by and between National Organization of Masters, Mates and Pilots of America, West Coast Local #90, (hereinafter called "the Organization"), and Pacific American Shipowners Association acting on behalf of the steamship companies the names of which are subscribed hereto (hereinafter called "the employers"),

Witnesseth:

Whereas on the 16th day of August, 1941, the parties hereto, together with the representatives of certain organizations of licensed officers and other employers entered into an agreement concerning the matters hereinafter set forth; and

Whereas in and by the terms of said agreement it was provided amongst other things that with respect to certain war risk areas therein defined the Department of Labor of the United States and the Maritime Commission would jointly examine all facts pertaining to the same at the expiration of thirty (30) days from the date thereof and if it were found that inequities existed detrimental to the Licensed officers members of the organizations signatory thereto as compared to other crafts, then joint recommendations would be made to correct such inequities; and

Whereas subsequent to said August 16, 1941, agreements have been entered into between Pacific American Shipowners Association and certain

unions of unlicensed employees relative to war risk areas and war risk policies, as a result of which it is agreed that inequities have arisen which the parties hereto desire to correct in the manner hereinafter provided;

Now, Therefore, it is hereby agreed as follows:

(1) This agreement shall become effective on all voyages shipping articles for which were entered into on or after August 16, 1941, and as to all such voyages and all subsequent voyages shall supersede said agreement of August 16, 1941, and shall continue in full force and effect as to each war risk area described herein until its abolition as may be anticipated upon cessation of hostilities between warring nations as proclaimed by the President of the United States or otherwise;

(2) War risk areas wherein war risk bonuses shall be paid licensed officers are set forth as follows:

Area I. Trans-Atlantic voyages to Spain, Portugal, East, South or West Coasts of Africa, Red Sea, Persian Gulf, India, Iceland and Greenland.

Area II. Trans-Atlantic voyages to Russia (Archangel, etc.).

Area III. Trans-Pacific voyages to Russia (Vladivostok, Petropavlosk).

Area IV. Trans-Pacific voyages to Japan, Philippine Islands, China, Indo-China, East Indies, Malayan Peninsula.

Area V. Trans-Pacific voyages to New Zealand or Australia.

Area VI. Canada (Atlantic Coast).

Subject to terms and conditions following, war bonuses shall be paid in the respective areas as above defined, as follows:

Area I. (a) 66 2/3% of basic wages for the entire voyage; \$100 for Suez or any other port which is subject to regular bombing, plus \$5 per day for each day beyond five days that the vessel is in that port; and

(b) \$45 for each port in the Red Sea and Persian Gulf not covered in Paragraph (a) supra.

Area II. 66 2/3% of basic wages for the entire voyage, and \$75 for each Russian port.

Area III. 66 2/3% of basic wages after crossing the 180th meridian, westbound, until recrossing the same meridian eastbound, and \$75 for each Russian port.

Area IV. 66 2/3% of basic wages from the crossing of the 180th meridian, westbound, until recrossing the same meridian eastbound.

Area V. 66 2/3% of basic wages from arrival of vessel in Suva or the crossing of the 180th meridian, westbound, until departure from Suva or crossing the 180th meridian eastbound.

Area VI. 25% of basic wages while vessel is north of 35 degrees of north latitude.

On round-the-world voyages, westward, 66 2/3% of the basic wages from the crossing of the 180th meridian westbound until arriving in a Continental United States East Coast or Gulf Coast port, or at the Panama Canal. If any vessel referred to in Area I continues eastbound to United States ports via India and the Pacific Ocean said bonus rates

for such area will continue until the vessel passes the 180th meridian, eastbound, and thereafter no further bonuses will be payable.

For adjustment in the above listed percentages upon which bonuses are paid an Index will be compiled by the Insurance Division of the United States Maritime Commission in cooperation and in conjunction with the Department of Labor and monthly reports will be furnished to all interested parties concerning deviations from such index as of the 15th day of each month. Such index will be based upon the fair average of war risk insurance rates paid on hulls of American flag vessels operating in all areas above described. The fair average of such rates as of the effective date of this agreement shall be listed as 100 and the corresponding percentage increases or decreases in that average shall be reflected on the Index. When the Index figures shall have reached 150 on the basis above described, which shall represent an increase of 50% in the fair average of the above described war risk insurance rates on the hulls of American flag vessels operating in the above described areas, then the war bonus percentages aforesaid shall automatically become 75%; and in a similar manner when the Index figures shall have reached 200, which shall represent a doubling of the fair average of said insurance rates, under the method above described, then the war bonus percentages shall advance from 75% to 100%.

When the percentage figures for the payment of war bonuses shall have reached 100% this will be

the maximum figure to be paid for war bonuses whether war is declared by or against the United States or whether the United States becomes an active participant in war, or not.

In the event that there is a recession in the figures of the above described index no reduction from 100% war bonus when reached shall be made until such time as the aforesaid Index figures shall have receded to 150 on the same basis as above described and at that time the recession from 100% war bonus being paid shall be to 75%. When the Index figures shall have receded to 100 then the war bonus percentage payment shall be 66 2/3%, below which, regardless of Index figures, the war bonus figure shall not recede, except as specifically provided for hereinafter.

The term "basic wages" hereinbefore referred to, are the monthly wage rates which prevail at the date hereof and specified in the agreement between the parties hereto dated Decemr 30, 1939; a computation setting forth the amounts which constitute 66 2/3% of said basic wages and 25% of said basic wages, respectively, is attached hereto and made a part of this agreement;

(3) In the event of loss of personal effects by any licensed officer, due to the necessity of abandoning ship resulting from torpedoing, mining or bombing of the vessel, each licensed officer so affected shall be reimbursed by a sum not to exceed \$500;

(4) In the event a vessel is interned, destroyed or abandoned as a result of war operations and is

unable to continue her voyage, basic wages and emergency wages specified in the collective bargaining agreement between the parties shall be paid to the date that members of the crew arrive in Continental United States ports and the employees shall be repatriated to a Continental United States port.

While employees are in the war zone areas described herein war bonuses shall also be paid to them at the rate of $66\frac{2}{3}\%$ of the said basic wages in Areas I to V inclusive, and 25% in Area VI.

(5) War risk insurance of \$5,000 shall be furnished each Licensed Officer on voyages described in the above danger areas; such policy shall provide for the payment of the said sum of \$5,000 to the estate or designated beneficiary of such Licensed Officer in case of death due to war conditions or the payment of said sum to the Licensed Officer himself in the event of his total and permanent disability due to such war conditions, and shall provide for payment of any sum less than \$5,000 to which such Licensed Officer may be entitled for injury less than total or permanent disability resulting from said war conditions. Such policies

shall be made available for inspection at the offices of the respective companies.

NATIONAL ORGANIZATION
OF MASTERS, MATES AND
PILOTS OF AMERICA,
WEST COAST LOCAL #90

By (sgd) C. F. MAY

PACIFIC AMERICAN SHIP-
OWNERS ASSOCIATION

By (sgd) J. B. BRYAN

President

Acting on behalf of the steamship lines named
below:

RESPONDENT'S EXHIBIT A-6

Admitted Apr. 6, 1945

This Agreement dated October 15, 1941, by and between Marine Engineers' Beneficial Association (hereinafter called "the Association"), and Pacific American Shipowners Association acting on behalf of the steamship companies the names of which are subscribed hereto (hereinafter called "the employers"),

MARINE ENGINEERS' BENE-
FICIAL ASSOCIATION

By (sgd) R. MERIWETHER

PACIFIC AMERICAN SHIP-
OWNERS ASSOCIATION

By (sgd) J. B. BRYAN

RESPONDENT EXHIBIT A-7

Admitted Apr. 6, 1945

This Agreement dated October 16, 1941, by and between American Communications Association (Marine Division) (hereinafter called "the Association"), and Pacific American Shipowners Association acting on behalf of the steamship companies the names of which are subscribed hereto (hereinafter called "the employers"),

Witnesseth:

Whereas on the 16th day of September, 1941, the parties hereto, entered into an agreement concerning the matters hereinafter set forth; and

PACIFIC AMERICAN SHIP-
OWNERS ASSOCIATION

By (sgd) J. B. BRYAN

President

AMERICAN COMMUNICA-
TIONS ASSOCIATION,
Marine Division

By (sgd) GEO. F. B. KING

(sgd) P. A. T. HENDRIX

RESPONDENT EXHIBIT A-8

Admitted Apr. 6, 1945

This Agreement, dated October 9, 1941 by and between the Sailors' Union of the Pacific hereinafter referred to as the "Union" and the Pacific American Shipowners Association, a corporation, acting on behalf of the companies whose names are subscribed hereto,

Witnesseth:

Whereas, a collective bargaining contract between the parties dated October 10, 1939 specifically provided among other things for the establishment of bonuses and other special benefits on vessels going into war zones and during the existence of such contract a dispute arose between the parties concerning the war zones and bonuses payable therein which dispute was certified to the National Defense Mediation Board; and

Whereas, such contract expired on September 30, 1941 and the parties are now engaged in negotiations looking toward the making of a new collective bargaining contract; and

Whereas, the said National Defense Mediation Board did on October 4, 1941 publish recommendations for bonuses for war risk to apply during the period hereinafter specified and the parties hereto have accepted said recommendations;

Now, Therefore, It is agreed that the said recommendations of the National Defense Mediation Board are hereby accepted by the parties hereto and in pursuance thereof the parties do agree as follows:

(b) An able-bodied seaman shall be paid a war risk bonus at the rate of \$80 a month in the first four areas and \$33 in the fifth area. Other Unlicensed Personnel shall be paid the same bonus.

Dated: October 9, 1941

PACIFIC AMERICAN SHIP-
OWNERS ASSOCIATION

(sgd)* J. B. BRYAN

President

SAILORS' UNION OF THE
PACIFIC

(sgd) HARRY LUNDEBERG

Secretary-Treasurer

RESPONDENT'S EXHIBIT No. A-9

Admitted April 6, 1945

Marine Firemen, Oilers, etc.

COMPUTATION OF COMPENSATION

Wages and Emergency Increase

General Agreement 10/7/40	Supplementary Agree- ment 2/10/41	Total Compen- tion Shipping	Compensation paid N.Y. Agreement
Basic Wages	Emergency Increase	Articles	10/10/41
Oilers	17.50	100.00	110.00
Firemen	17.50	90.00	100.00
Messmen.....	Marine Cooks, etc. 17.50	77.50	Agreement 10/31/41 87.50

WAR BONUS

Marine Firemen, etc., Supple- mentary Agreement 5/19/41	Compensation paid N.Y. Agree- ment 10/9/41
Oilers.....	\$60. a month (\$2,000. war risk) \$80. a month (\$5,000. war risk; \$100. attack bonus; repatriation; compen- sation internment
Firemen.....	“ “ “ “
Messmen.....	Marine, Cooks, etc. “ “ Agreement 10/10/41 “ “ “ “

RESPONDENT'S EXHIBIT No. A-10

Admitted Apr. 6, 1945

MARITIME WAR EMERGENCY BOARD

DECISION NO. 2.

January 10, 1942.

The Maritime War Emergency Board announces today this Decision with respect to bonus areas and bonus payments for licensed and unlicensed personnel (employed on United States Flag vessels) of the American Merchant Marine.

Voyages are divided into six (6) classifications and are specified in Attachment No. 1.

Bonus rates in accordance with these classifications and port bonuses are specified in Attachment No. 2.

Attachment No. 3 is a memorandum giving sample methods of application of the bonus rate for voyages traversing waters as described in some of the different classifications.

In making this Decision the Board has given due consideration to the existing conditions at sea and in port, based upon the latest and best information available, and to existing collective bargaining agreements. As a result of authentic information of important changes or developments in war conditions, the Board may modify, extend or revoke any of the provisions of this Decision either on its own motion or after written petition and careful consideration of evidence presented by the parties affected.

All owners and operators of United States Flag vessels of the American Merchant Marine and all

licensed and unlicensed personnel employed on those vessels are expected to conform to this Decision.

The attachments are a part of the Maritime War Emergency Board's decision No. 2:

1. Classifications
2. Bonuses including port bonuses
3. Illustrations of classifications

The provisions of this Decision are retroactive to and including December 7, 1941.

WARNING

The Board Cautions Owners, Operators, Licensed and Unlicensed Personnel and Their Respective Bargaining Agents and All Others to Refrain from Distribution, Dissemination or Publication of the Information Contained, Included and Referred to Herein to Others Not Directly Concerned with the Payment of or the Application of Bonuses. Because of War Conditions This Important Warning Is Emphasized.

MARITIME WAR EMERGENCY
BOARD

EDWARD MACAULEY

Chairman

FRANK P. GRAHAM

JOHN R. STEELMAN

ATTACHMENT No. 1

MARITIME WAR EMERGENCY BOARD
DECISION No. 2

Classification I.

(a) Trans-Atlantic voyages between ports in the Atlantic or its dependent waters (including Balboa and the Panama Canal) and Iceland, Europe or the Mediterranean.

(b) Trans-Pacific voyages in waters east of 98° east longitude and voyages between Hawaiian Islands and Continental Pacific ports of the Western Hemisphere, including Balboa.

Classification II.

(a) Voyages between ports of the Western Hemisphere and Africa (other than the Mediterranean) or the Indian Ocean, Red Sea, Arabian Sea or the Bay of Bengal west of 98° east longitude, and voyages in said waters.

(b) Voyages between United States Pacific ports and Alaskan ports west of 140° west longitude.

Classification III.

(a) Voyages between United States ports and Greenland.

(b) Voyages between United States ports and South American Atlantic ports while south of the Equator and north of but not including Rio de Janeiro or the latitude thereof.

(c) Voyages between United States Pacific ports and Pacific Coast ports of Mexico, Central and South America, or Balboa, and voyages between

Balboa and Pacific ports of Mexico, Central and South America.

Classification IV.

Coastwise voyages between Pacific Coast ports of the United States, Canada and Alaska east of 140° west longitude.

Classification V.

(a) Voyages, other than voyages in Classifications I(a), II(a) and III(a) and portions of voyages in Classification VI(a), in waters of the Atlantic or its dependent waters north of the Equator and westward of a line from St. Johns, Newfoundland, to the intersection of 40° west longitude and the Equator, and including Christobal, Balboa, the Panama Canal and its eastern approaches.

(b) Voyages while along the east coast of South America south of and including Rio de Janeiro or the latitude thereof.

(c) Voyages from ports of the Gulf of Mexico as defined in Classification VI.

Classification VI.

(a) Voyages, other than voyages in Classifications I(a), II(a) and III(a), while in the Gulf of Mexico. The Gulf of Mexico, for the purposes hereof, includes all waters and ports west of a line drawn from the easternmost point of the city or Key West, or the approaches thereto, to the easternmost point of the city of Havana, or the approaches thereto, and thence along the north coast of Cuba to the westernmost point thereof and thence to the easternmost point of Yucatan.

(b) Voyages wholly within the Great Lakes; and on inland waters, harbors, rivers, sounds, bays and gulfs of the United States. Voyages between ports not south of New York nor north of Boston are included within this Classification when vessels proceed via Long Island Sound and do not proceed east of 70° west longitude.

ATTACHMENT No. 2

Bonus Rates in Accordance With Classifications

Percentages referred to below are the percentages of the total monthly rate of compensation including monthly special emergency compensation but excluding overtime, penalty time and all other extra compensations.

Classification I.

(a) and (b) 100% of the total monthly rate of compensation as defined above, but not less than \$100 per month in any case.

Classification II.

(a) 100% of the total monthly rate of compensation as defined above, but not less than \$100. per month in any case.

(b) 80% of the total monthly rate of compensation as defined above, but not less than \$80. per month in any case.

Classification III.

(a) 70% of the total monthly rate of compensation as defined above, but not less than \$70. per month in any case.

(b) and (c) 60% of the total monthly rate of compensation as defined above, but not less than \$60. per month in any case.

Classification IV.

40% of the total monthly rate of compensation as defined above, but not less than \$40. per month in any case.

Classification V.

(a), (b), (c) 35% of the total monthly rate of compensation as defined above, but not less than \$35. per month in any case.

Classification VI.

No bonus.

Port bonuses in the amount of \$125. will be paid for calls (wether at one or more ports or bases) in any of the following areas:

I.

- (a) Russian ports in the Arctic Ocean or White Sea.
- (b) United Kingdom.
- (c) Suez Canal, on entering southern entrance
- (d) Philippine Islands.
- (e) Singapore.
- (f) Borneo.
- (g) Sumatra.
- (h) Java.

Port bonuses in the amount of \$100 will be paid for calls (whether at one or more ports or bases) in any of the following areas:

II.

- (a) Rangoon.
- (b) North Ireland.
- (c) Eire.

Port bonuses in the amount of \$60. will be paid for calls (whether at one or more ports or bases) in any of the following areas:

III.

- (a) Iceland.
- (b) Persian Gulf.

Such port bonuses shall be paid for each area in which calls are made, but no more than one bonus shall be paid for any one area, irrespective of the number of calls in such area.

ATTACHMENT No. 3

MARITIME WAR EMERGENCY BOARD
DECISION No. 2

Memorandum

Except as expressly provided, bonuses are payable only while vessels are within the limits defined in their respective classes. Changes, whether upward or downward, in bonus rates during a voyage are effective at midnight following the crossing of the line demarking the new classification. Classifications shall be determined in accordance with the usual course followed on the voyages in question.

The Maritime War Emergency Board cites the following illustrations as examples in the interpretation of the application of bonus payments.

Example I. Voyage from New York to Valparaiso, Chile.

Bonus for Classification V(a) applies from the commencement of the voyage at New York until midnight of the day during which the vessel passes or departs from Balboa. From midnight of the day during which the vessel passes or departs from Balboa, bonus for Classification III(b) will become operative and remain operative during the voyage from Balboa to Valparaiso and returning to Balboa. Bonus for Classification III(b) ceases to be operative at midnight of the day during which the vessel passes or departs from Balboa north-bound on the homeward voyage and the bonus applicable to Classification V(a) becomes operative and continues until the termination of the voyage of the vessel at New York.

Example II. Voyage from San Francisco to Buenos Aires.

Bonus for Classification III(c) applies from commencement of the voyage at San Francisco until midnight of the day during which the vessel passes or departs from Balboa. From midnight of the day during which the vessel passes or departs from Balboa until midnight of the day during which the vessel crosses the equator the bonus for Classification V(a) is operative. From midnight of the day during which the vessel crosses the equator and until midnight of the day during which the vessel crosses the latitude of Rio de Janeiro the bonus applicable to Classification III(b) is operative. From midnight of the day during which the vessel crosses

the latitude of Rio de Janeiro and until her arrival in Buenos Aires, the bonus payments will become operative for the respective classifications in a similar manner.

Example 3. Voyage from Boston to Australia, via the Panama Canal.

Bonus for Classification V(a) applies from the commencement of the voyage at Boston until midnight of the day during which the vessel passes or departs from Balboa. From midnight of the day during which the vessel passes or departs from Balboa until her arrival in Australia bonus applicable to Classification I(b) is operative. On the homeward voyage via the Panama Canal the bonus payments will become operative for the respective classifications in a similar manner.

Example 4. Around the World Voyage, Trans-Pacific from San Francisco Touching New York and via the Panama Canal.

Bonus for Classification I(b) applies from the commencement of the voyage at San Francisco until midnight of the day during which the vessel crosses the 98th meridian of east longitude. From midnight following the day during which the vessel passes the 98th meridian of east longitude, bonus for Classification II(a) will become operative until the vessel reaches New York. From midnight of the day during which the vessel reaches New York, the bonus for Classification V(a) will be operative. From midnight of the day during which the vessel passes or departs from Balboa and until the vessel

completes its voyage at San Francisco, the bonus applicable to Classification III(c) will be operative.

Example 5. Voyage from New Orleans to Valparaiso.

No bonus applies from the commencement of the voyage at New Orleans until midnight of the day during which the vessel leaves the Gulf of Mexico (as defined in Classification VI(a)). Thereafter bonus for Classification V(a) applies until midnight of the day during which the vessel passes or departs from Balboa. From midnight of that day bonus for Classification III(b) will become operative and remain operative during the voyage from Balboa to Valparaiso and returning to Balboa, Bonus for Classification III(b) ceases to be operative at midnight of the day during which the vessel passes or departs from Balboa northbound on the homeward voyage; and bonus for Classification V(a) becomes operative until midnight of the day during which the vessel again enters the Gulf of Mexico. Thereafter, and until the termination of the voyage at New Orleans, no bonus applies.

(Classification VI (a).)

RESPONDENT'S EXHIBIT A-11

Admitted Apr. 6, 1945

MARITIME WAR EMERGENCY BOARD

Decision No. 5

REVISED

February 21, 1942

The Maritime War Emergency Board today announces the revision of Decision No. 5 with respect to payments to seamen employed on United States flag vessels of the American Merchant Marine while interned as a result of enemy action and until repatriation to continental United States.

The Board has ruled that this revised Decision is to be considered as a consolidation of Decision No. 5 which the Board announced on January 23, 1942, the Supplement to Decision No. 5 which the Board announced on February 6, 1942 and the further amendments to Decision No. 5 referred to below. The Board requests the signatories to the Statement of Principles, and all persons in possession of the previous issue of Decision No. 5 and the Supplement, to destroy the issue and the Supplement thereto.

This revised Decision sets forth the procedure whereby an owner or operator of a vessel in the American Merchant Marine which has been sunk or damaged by enemy action shall pay the dependents of seamen during internment or while in the course of repatriation such amounts as the seamen have voluntarily allotted.

The Board has given additional consideration to

the current war conditions at sea and to existing collective bargaining agreements prior to writing these revisions.

This revised Decision includes:

(a) the Supplement to Decision No. 5 which the Board announced on February 6, 1942, with respect to payment of wages in compliance with request of seamen interned by enemy action;

(b) an Amendment to Decision No. 5 which was approved on February 21st to clarify the scope of Article I of Decision No. 5:

(c) an Amendment to Decision No. 5 which was approved on February 21st which provides for the continuance of bonus in case of destruction of the vessel, through a new article designated as Article IV:

(d) an Amendment to Decision No. 5 which was approved on February 21st with respect to the statement in Decision No. 5 that the decision shall be retroactive to and including December 7, 1941.

This Decision is retroactive to December 7, 1941 in all cases where there was no agreement with respect to the making of payments provided for herein contained in ship's Articles entered into on or before January 23, 1942 in the case of payments provided for in Articles 1 to 3, inclusive, hereof, February 6, 1942 in the case of payments provided for in Article 4 hereof, and February 21, 1942 with respect to payments provided for in Article 6 hereof, or collective bargaining agreements in effect at the time when ship's articles were entered into as aforesaid, or where the making of such payments

were expressly left open subject to later agreement either in the ship's articles or such collective bargaining agreements (1).

Article 1. In the event of either

(a) The internment of any or all of the personnel of any United States flag vessel of the American Merchant Marine, or

(b) the destruction or abandonment of such vessel resulting from (a) capture, seizure, arrest, restraint, detainment, condemnation, preemption, requisition or confiscation, or the consequences thereof, or of any attempt thereat by any country, government, or political body other than the United States of America or any State or political subdivision thereof or any government which is or may become party signatory of the "United Nations Pact" promulgated on or about January 2, 1942, (b) as a consequence of hostilities or war-like operations, either before or after the declaration of war, (as clarified February 21, 1942).

The Shipowner shall assume liability for payments as set forth in Articles 2 and 3 below.

Article 2. Under the circumstances set forth in Article I above, the shipowners shall assume liability for payment of basic wages and emergency wages at the rates provided for in the ship's Articles, or in the case of the Master, in his contract of employment, during the period in which payments as provided herein are to be made, to the Master, Officer, or member of the crew for the period from the date of the taking into custody of the personnel for the purposes of internment, or the

destruction or abandonment of the vessel, until and including the date the Master, Officer or Member of the crew arrives at a Continental United States port; Provided, That

A. From the total amount of such wages shall be deducted the total amount paid in accordance with Article 3 hereof.

B. In no event shall such payments continue beyond three months after the termination of the present war shall have been proclaimed by the President.

C. All benefits hereunder shall cease in the event of unreasonable refusal of the seamen to return to the Continental United States.

Article 3. Under the circumstances set forth in Article 1 above, the shipowner shall assume liability for payments to be made not less frequently than monthly to dependents, institutions or persons designated for the period from the date of the taking into custody of the personnel for the purposes of internment as certified to by the Maritime Commission, or of the destruction or abandonment of the vessel, whichever may occur first, until and including the date the Master, Officer or Member of the crew involved arrives at a Continental United States port, or until the elapse of three months after the termination of the present war shall have been proclaimed by the President, or until the unreasonable refusal of the seamen to return to the Continental United States, whichever shall first occur, as follows:—

A. If the Master, Officer or Member of the crew

shall have allotted a portion of his wages throughout the voyage to one or more dependents, institutions or persons specified in Section 10 of the Act of June 26, 1884, as amended, 46 U. S. C. 599 (hereinafter referred to as the "Allotment Act"), such portion of the wages shall be the measure of the shipowner's liability to such dependents, institutions or persons, and the shipowner shall have no other liability for payment of wages to dependents or other persons under this Article. Allotments to dependents not residing within Continental United States or its territories shall be payable subject to applicable provisions of law

B. If the Master, Officers or Member of crew shall not have allotted any portion of his wages as provided in sub-paragraph A hereof, but shall nevertheless have within the Continental United States or its territories one or more dependents specified in the Allotment Act, such percentage of the wages, of said Master, Officer or Member of crew shall be paid to such dependent or dependents as is provided for death payments to dependents of a similar degree of relationship under said Sec. 9 of the U. S. Longshoremen's and Harbor Workers' Compensation Act (Public 803 - 69th Congress.)

C. If the Master, Officer, or Member of the crew shall not have allotted any portion of his wages as provided in sub-paragraph A hereof and does not have within the Continental United States or its territories one or more dependents specified in the Allotment Act, or such allotment does not comprise the total amount of wages payable to him,

then such wages or the balance thereof remaining after the payment of allotments as provided in subparagraph A hereof, shall be deposited by the shipowner in trust for the Master, Officer, or Member of the crew, in a bank which is a member of the Federal Deposit Insurance Corporation, at intervals not less frequently than monthly.

D. In the event of the internment of any or all of the personnel of the vessel, or the destruction or abandonment of the vessel, where it is unknown if a Master, Officer or Member of the crew has lost his life, the shipowner (with the approval of the Maritime War Emergency Board upon application herefor filed not less than 30 days before the granting of such approval) shall have the option of declaring the seamen presumptively dead for the purposes hereof and of making payment of death benefits, and thereupon payment shall be made of the death benefits provided in accordance with the ruling of the Maritime War Emergency Board and further payments under this Article and Article 2 shall cease.

Article 4. The seamen shall have the right to agree with the shipowner that in the event of the seamen's internment the shipowner will make payments to such seamen on account of any wages due him over and above the sums, if any, payable under Article 3 hereof, through the medium of any governmental agency of the United States, including the American Red Cross. The shipowner shall be authorized to make such payment to such governmental agency upon being advised that it has in

hand the request of the seaman for a specific amount of money or for periodic payments of a specified amount of money. Details of the procedure, including the form of such request, shall be satisfactory to the governmental agency handling the transaction. (1)

Article 5. Either the seaman or the shipowner may require as a condition of employment that the contract of employment as evidenced by the ship's Articles, or other employment agreement be executed by the seaman and the shipowner so as to conform with the provisions of the preceding Articles hereof, Provided, That nothing herein shall be construed to prohibit the seaman from waiving the provisions of Article 3 in their entirety (2).

Article 6. Where such United States flag vessel is lost, war bonus shall continue at the rate which prevailed immediately before the time of loss until the seaman arrives at a port where he is no longer exposed to marine perils, whether due to war or non-war conditions. If during such period the seaman is taken into custody for purposes of internment, the internment provisions of Article 1 hereof shall govern. If internment does not follow the loss of a ship, the seaman shall receive no bonus while at a safe port awaiting repatriation. If he is repatriated in whole or in part by sea on some other vessel, then he shall receive, during such voyage, war bonus at the rate which would be received if his

own vessel were making the same voyage as the vessel on which he is being repatriated. (3)

MARITIME WAR EMER-
GENCY BOARD

(Signed) EDWARD MACAULEY

Edward Macauley, Chairman

(Signed) FRANK P. GRAHAM

Frank P. Graham

(Signed) JOHN R. STEELMAN

John R. Steelman

(1) added by supplement promulgated Feb. 6, 1942

(2) Article 4 redesignated Article 5 on February 6, 1942.

(3) added by amendment promulgated February 21, 1942.

RESPONDENT'S EXHIBIT A-12

Admitted Apr. 6, 1945

Maritime War Emergency Board
Department of Commerce Building
Washington

I, the duly appointed and acting Secretary of the Maritime War Emergency Board, do hereby certify that the attached Decision No. 5, dated January 23, 1942, Supplement to Decision No. 5, dated February 6, 1942, and Amendments to Decision No. 5, dated February 17, 1942, are true, full and correct copies of the originals of the same held in my custody. I further certify that there were no other

supplements or amendments to Decision No. 5 prior to the issuance of Decision No. 5, Revised, dated February 21, 1942, and that the attached are true copies of the original Decision No. 5 and all the Supplements and Amendments mentioned in said Decision No. 5, Revised.

Dated: June 6, 1944

ERICH NIELSEN

Erich Nielsen

Secretary

(Seal of Maritime War Emergency Board)

Maritime War Emergency Board

DECISION No. 5

January 23, 1942

The Maritime War Emergency Board today announces this Decision with respect to payments to seamen employed on United States flag vessels of the American Merchant Marine while interned as a result of enemy action and until repatriation to continental United States.

This Decision sets forth the procedure whereby an owner or operator of a vessel in the American Merchant Marine which has been sunk or damaged by enemy action, shall pay the dependents of seamen during internment or while in the course of repatriation such amounts as the seaman have voluntarily allotted.

In making this Decision the Board has given careful consideration to the current war conditions at sea and to existing collective bargaining agreements.

This Decision is retroactive to and including December 7, 1941.

Article 1. In the event of either

(1) the internment of any or all of the personnel of any United States flag vessel of the American Merchant Marine, or

(2) the destruction or abandonment of such vessel resulting from capture, seizure, arrest, restraint, detainment, condemnation, preemption, requisition or confiscation, or the consequences thereof, or of any attempt thereat as a consequence of hostilities or war-like operations, either before or after the declaration of war, by any country, government, or political body other than the United States of America or any State or political sub-division thereof or any government which is or may become party signatory of the "United Nations Pact" promulgated on or about January 2, 1942, the shipowner shall assume liability for payments as set forth in Articles 2 and 3 below.

Article 2. Under the circumstances set forth in Article 1 above, the shipowners shall assume liability for payment of basic wages and emergency wages at the rates provided for the the ship's Article, or, in the case of the Master, in his contract of employment, during the period in which payments as provided herein are to be made, to the Master, Officer, or Member of the crew for the period from the date of the taking into custody of the personnel for the purposes of internment, or the destruction or adabdonment of the vessel, until and including the date the Master, Officer or Member of

the crew arrives at a Continental United States port; Provided, That

A. From the total amount of such wages shall be deducted the total amount paid in accordance with Article 3 hereof.

B. In no event shall such payments continue beyond three months after the termination of the present war shall have been proclaimed by the President.

C. All benefits hereunder shall cease in the event of unreasonable refusal of the seaman to return to the Continental United States.

Article 3. Under the circumstances set forth in Article 1 above, the shipowner shall assume liability for payments to be made not less frequently than monthly to dependents, institutions or persons designated for the period from the date of the taking into custody of the personnel for purposes of internment as certified to by the Maritime Commission, or of the destruction or abandonment of the vessel, whichever may occur first, until and including the date the Master, Officer or Member of the crew involved arrives at a Continental United States port, or until the elapse of three months after the termination of the present war shall have been proclaimed by the President, or until the unreasonable refusal of the seaman to return to the Continental United States, whichever shall first occur, as follows:—

A. If the Master, Officer or Member of the crew shall have allotted a portion of his wages throughout the voyage to one or more dependents, institu-

tions or persons specified in Section 10 of the Act of June 26, 1884, as amended, 46 U.S.C. 599 (hereinafter referred to as the "Allotment Act"), such portion of the wages shall be the measure of the shipowner's liability to such dependents, institutions or persons, and the shipowner shall have no other liability for payment of wages to dependents or other persons under this Article. Allotments to dependents not residing within Continental United States or its territories shall be payable subject to applicable provisions of law.

B. If the Master, Officer or Member of crew shall not have allotted any portion of his wages as provided in sub-paragraph A hereof, but shall nevertheless have within the Continental United States or its territories one or more dependents specified in the Allotment Act, such percentage of the wages, of said Master, Officer or Member of Crew shall be paid to such dependent or dependents, as is provided for death payments to dependents of a similar degree of relationship under said Sec. 9 of the U. S. Longshoremen's and Harbor Workers' Compensation Act (Public 803—69th Congress).

C. If the Master, Officer, or Member of the crew shall not have allotted any portion of his wages as provided in sub-paragraph A hereof and does not have within the Continental United States or its territories one or more dependents specified in the Allotment Act, or such allotment does not comprise the total amount of wages payable to him, then such wages or the balance thereof remaining after the

payment of allotments as provided in sub-paragraph A hereof, shall be deposited by the shipowner in trust for the Master, Officer, or member of the crew, in a bank which is a member of the Federal Deposit Insurance Corporation, at intervals not less frequently than monthly.

D. In the event of the internment of any or all of the personnel of the vessel, or the destruction or abandonment of the vessel, where it is unknown if a Master, Officer or Member of the crew has lost his life, the shipowner (with the approval of the Maritime War Emergency Board upon application therefor filed not less than 30 days before the granting of such approval) shall have the option of declaring the seaman presumptively dead for the purposes hereof and of making payment of death benefits, and thereupon payment shall be made of the death benefits, provided in accordance with the ruling of the Maritime War Emergency Board and further payments under this Article and Article 2 shall cease.

Article 4. Either the seaman or the shipowner may require as a condition of employment that the contract of employment as evidenced by the ship's Articles or other employment agreement be executed by the seaman and the shipowner so as to conform with the provisions of the preceding Articles hereof, Provided, that nothing herein shall be construed to

prohibit the seaman from waiving the provisions of Article 3 in their entirety.

MARITIME WAR EMERGENCY
BOARD

(Sgd.) EDWARD MACAULEY

Edward Macauley

Chairman

(Sgd.) FRANK P. GRAHAM

Frank P. Graham

(Sgd.) JOHN R. STEELMAN

John R. Steelman

Maritime War Emergency Board

SUPPLEMENT TO DECISION No. 5

February 6, 1942

The Maritime War Emergency Board announces this Supplement to Decision No. 5 with respect to payment of wages or a part thereof in compliance with the request of seamen interned by enemy action.

The Board has ruled that Article 4 of Decision No. 5 be redesignated as Article 5 and be modified so as to insert immediately under Article 3, the following: "or Article 4, or both."

The decision is retroactive to and including December 7, 1941.

This supplement is as follows:

A seaman shall have the right to agree with the shipowner that in the event of the seaman's internment the shipowner will make payments to such seaman on account of any wages due him over and

above the sums, if any, payable under Article 3 hereof, though the medium of any governmental agency of the United States, including the American Red Cross. The shipowner shall be authorized to make such payment to such governmental agency upon being advised that it has in hand the request of the seaman for a specific amount of money or for periodic payments of a specific amount of money. Details of the procedure, including the form of such request, shall be satisfactory to the governmental agency handling the transaction.

MARITIME WAR EMERGENCY
BOARD

Signed: EDWARD MACAULEY

Edward Macauley,

Chairman

Signed: FRANK P. GRAHAM

Frank P. Graham

Signed: JOHN R. STEELMAN

John R. Steelman

Maritime War Emergency Board

February 17, 1942

AMENDMENTS TO DECISION No. 5

The Maritime War Emergency Board today announced the amendment of Decision No. 5 as follows:

1. In order to clarify the scope of Article 1 so that it clearly covers vessels in the American merchant marine which are sunk or damaged by enemy action, even though such vessels may not have been

subjected to capture or like events set forth in Article 1, said Article 1 of Decision No. 5 has been amended to read as follows:

“Article 1. In the event of either

(1) the internment of any or all of the personnel of any United States flag vessel of the American Merchant Marine,

or

(2) the destruction or abandonment of such vessel, resulting from (a) capture, seizure, arrest, restraint, detainment, condemnation, preemption, requisition or confiscation, or the consequences thereof, or of any attempt thereat by any country, government, or political body other than the United States of America or any state or political subdivision thereof or any government which is or may become party signatory of the “United States Pact” promulgated on or about January 2, 1942, or (b) the consequences of hostilities or warlike operations either before or after the declaration of war,

the shipowner shall assume liability for payments as set forth in Articles 2 and 3 below.”

2. The Board has given consideration to the continuance of bonus in the case of the destruction of the vessel, which subject was not covered by Decision No. 5, and, as a result, Decision No. 5 has been amended by inserting a new Article at the end thereof, designated Article 6 and reading as follows:

“Where such United States flag vessel is lost, war bonus shall continue at the rate which prevailed immediately before the time of loss until the seaman

arrives at a port where he is no longer exposed to marine perils, whether due to war or non-war conditions. If during such period the seaman is taken into custody for purposes of internment, the internment provisions of Article 1 hereof shall govern. If internment does not follow the loss of a ship, the seaman shall receive no bonus while at a safe port awaiting repatriation. If he is repatriated in whole or in part by sea on some other vessel, then he shall receive, during such voyage, war bonus at the rate which would be received if his own vessel were making the same voyage as the vessel on which he is being repatriated."

3. The Statement in Decision No. 5 that said Decision shall be retroactive to and including December 7, 1941, is amended to read as follows:

"This Decision is retroactive to December 7, 1941 in all cases where there was no agreement with respect to the making of payments provided for herein contained in ship's articles entered into on or before January 10, 1942 in the case of payments provided for in Articles 1 to 3, inclusive, hereof, February 6, 1942 in the case of payments provided for in Article 4 hereof, and February . . . , 1942 with respect to payments provided for in Article 6 hereof, or collective bargaining agreements in effect at the time when ship's articles were entered into as aforesaid, or where the making of such payments was expressly left open as subject to later agree-

ment either in the ship's articles or such collective bargaining agreements."

Signed: EDWARD MACAULEY

Edward Macauley

Chairman

Signed: JOHN R. STEELMAN

John R. Steelman

Signed: FRANK P. GRAHAM

Frank P. Graham

The Court: I would now like to know if the Respondent rests.

Mr. Ambler: Yes, your Honor.

The Court: Very well. Do the Libelants rest?

Mr. Levinson: Yes, your Honor.

The Court: You may now proceed with your argument.

(Argument.)

Mr. Ambler: I might say, for the purpose of the record here, that on this matter of repatriation, the American Mail Line is anxious to pay all members of the crew of this vessel all that they are legally entitled to. I have the dates when this vessel and the preceding vessel left the Orient and brought back these men, and if it is your Honor's decision that they are entitled to bonus on the repatriation

voyage, I am perfectly willing to put those dates in, to stipulate those dates.

(Argument and Decision of the Court.)

(Whereupon, at 4:27 p.m., the Court was adjourned.)

[Endorsed]: Filed July 3, 1945.

[Endorsed]: No. 11100. United States Circuit Court of Appeals for the Ninth Circuit. Edward J. Steeves, Hugo Cogan, William A. Porter, and Samuel S. Taylor, Appellants, vs. American Mail Line, Ltd., a Corporation, Appellee. Apostles on Appeal. Upon Appeal from the District Court of the United States for the Western District of Washington, Northern Division.

Filed July 16, 1945.

PAUL P. O'BRIEN

Clerk of the United States Circuit Court of Appeals
for the Ninth Circuit.

United States Circuit Court of Appeals
for the Ninth Circuit

In Admiralty—No. 11100

EDWARD J. STEEVES, HUGO CALGAN, WIL-
LIAM A. PORTER and SAMUEL S.
TAYLOR,

Libelants-Appellants,

vs.

AMERICAN MAIL LINE, LTD., a corporation,
Respondent-Appellee.

STATEMENT OF POINTS AND DESIGNA-
TION OF THE RECORD UPON WHICH
APPELLANTS INTEND TO RELY ON
THEIR APPEAL

1. Appellants hereby adopt the Assigns of Error filed herein as the Statement of Points relied upon upon their appeal.

2. Appellants hereby designate that portion of the record upon which they rely to be that set forth in the Stipulation of proctors filed herein and to be printed by the Clerk.

SAM L. LEVINSON

Proctor for Appellants.

Copy Received 7/18/45.

GROSSCUP, AMBLER &
STEPHENS

By GEN C. GROSSCUP

[Endorsed]: Filed July 23, 1945. Paul P.
O'Brien, Clerk.

